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July 17, 2003

**VIA UPS OVERNIGHT**

Eileen L. Furey  
Associate Regional Counsel (C-14J)  
USEPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3507

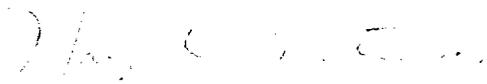
**RE: Response of 3M Company to Request for Information Pursuant to Section 104(e) of CERCLA for Allied Paper/Portage Creek/Kalamazoo River Superfund Site in Kalamazoo and Allegan Counties, Michigan**

Dear Ms. Furey:

Enclosed please find the response of 3M Company to the above referenced §104(e) Information Request. Thank you again for your courtesies in extending the time for 3M's response. If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

**QUARLES & BRADY LLP**

  
Nancy K. Peterson

NKP:ms lg1  
Enclosures  
cc (w/o encl.): George Ann Biros  
Rachel A. Schneider

## **3M COMPANY'S RESPONSES TO EPA INFORMATION REQUESTS**

On April 3, 2003, the 3M Company ("3M" or "the Company" formerly known as Minnesota Mining and Manufacturing Company) received a 104(e) information request seeking (1) information and documents regarding the release of hazardous substances, particularly PCBs, at and from any "3M Company mill," as defined; (2) information to assist EPA determine to what extent any 3M Company mill purchased NCR paper broke or NCR paper trim; and (3) information to assist EPA determine the quantity and fate of PCBs contained in wastes generated at any 3M Company mill from 1954-1989. Subsequently, EPA extended the time for 3M to respond to July 18, 2003.

**There are no "3M Company mills" to which this information request applies.** "3M Company mill" is defined as "any paper manufacturing facility previously or presently owned or operated by 3M Company, or any predecessor thereof, between 1954 and the present, and from which process or non-process wastes were released (or threatened to be released) into the Kalamazoo River, its floodplains or floodplain soils." Although Minnesota Mining and Manufacturing Company purchased property along the Kalamazoo River which had previously been used as a paper mill, the Company never commenced operation of any facility at the property. The property was idle when the Company purchased it, and remained idle until the Company sold it several years later.

### **Summary of 3M's Involvement with the Kalamazoo River Property:**

In August of 1969, Minnesota Mining and Manufacturing Company signed an Agreement for Sale to purchase unoccupied real estate (and certain equipment and personal property on the premises), located in Kalamazoo, Michigan, from Martha H. and M.F. Langston, Lynn L. Harrison, and Frederick W. and Mary Nan Harrison ("Sellers"). The transaction was completed in January of 1970, when the Sellers deeded the property to Minnesota Mining and Manufacturing Company.

When the Kalamazoo property was purchased, the Company anticipated that it would be used to produce ACTION Paper. However, due to the subsequent purchase of a facility elsewhere, the anticipated production was never realized and the Kalamazoo property continued to remain idle for several years. Beginning in late October 1971, Minnesota Mining and Manufacturing Company began actively marketing the property. In June 1974, the Kalamazoo land, buildings and equipment were sold to Boyle and Kurka, a Michigan limited partnership.

### **Information on Prior Owners of this Kalamazoo River Property:**

Based on the documents enclosed, it appears that the Rex Paper Company operated a facility at the property until September 1967. The Eaton-Dikeman Company then manufactured paper products at the facility until May 1968 when the plant was shut down — well over a year prior to Minnesota Mining and Manufacturing Company's purchase of the property. Under the 1969 Agreement of Sale, the Sellers (the Langstons and Harrisons) assigned a Contract For Secondary Sewerage Treatment and a related 1961 agreement with the Michigan Water Resources Commission, both of which were originally agreements with Rex Paper, to Minnesota Mining and Manufacturing Company. In addition, prior to the execution of the Agreement for Sale, a labor agreement between the papermakers and paperworkers' union and the Eaton-Dikeman Company was terminated.

Fiber Furnish and Paper Production

1. Identify all persons consulted in the preparation of the answers to these Information Requests.

**Response No. 1: George Ann Biros, Senior Paralegal, 3M Office of General Counsel, 3M Center, Bldg. 220, St. Paul, MN 55144-1000, (651-733-1110); Robert Paschke, Manager, Corporate Environmental Programs, 3M Center, Bldg. 42, St. Paul, MN 55144-1000, (651-733-1110). Two former employees from 3M's real estate department (James Stocker and Phil Johnson) provided some information to Ms. Biros. Ms. Biros, Mr. Paschke, Mr. Stocker and Mr. Johnson may be contacted through 3M's counsel: Nancy K. Peterson, Quarles & Brady LLP, 411 East Wisconsin Avenue, Milwaukee, WI 53202-4497, (414-277-5515).**

2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents.

**Response No. 2: Responsive and relevant documents are enclosed.**

3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request, or who may be able to provide additional responsive documents, identify such persons.

**Response No. 3: None.**

4. Identify and generally describe each 3M Company mill, as that term is defined in Attachment 5.

**Response No. 4: See introductory summary. There is no 3M facility meeting the definition of "3M Company Mill."**

5. Identify current and prior owners of each 3M Company mill identified in response to Request #4. For each such owner or prior owner, further identify:

**Response No. 5: Not applicable, please see introductory summary.**

- a) the property owned;
- b) the dates of ownership;
- c) all evidence showing that the owner controls or controlled access to any portion of the property;
- d) all evidence that a hazardous substance, pollutant, or contaminant, was released or threatened to be released at or from the owner's property during the period of its ownership; and

- e) the nature of each transaction by which ownership of the mill was transferred from one party to another (*e.g.*, stock purchaser, merger, asset sale, etc.)
6. Identify all current and prior operators, including lessors, of each 3M Company mill identified in response to Request #4, or any portion thereof. For each such operator, further identify:

**Response No. 6: Not applicable, please see introductory summary.**

- a) the property at which it conducts or conducted operations;
  - b) the dates of operation;
  - c) the nature of the operator's operations;
  - d) all evidence that the operator controls or controlled access to the property or any portion thereof; and
  - e) all evidence that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the portion of the property at which the operator conducts or conducted operations.
7. Identify each source or potential source of the release of hazardous substances, pollutants, or contaminants (*e.g.*, polychlorinated biphenyls or "PCBs") from the 3M Company mill including, without limitation:

**Response No. 7: Not applicable, please see introductory summary.**

- a) discharges of total suspended solids ("TSS") in wastewater;
- b) erosion from waste disposal areas located at the 3M Company mill or elsewhere (*e.g.*, landfill areas) used for the disposal of wastes generated at the 3M Company mill;
- c) exceedances of TSS loading limits established by the State of Michigan and/or U.S. EPA;
- d) dewatering lagoon areas located at the 3M Company mill;
- e) storm sewer leaks and discharges;
- f) sewer line leaks and discharges; and
- g) machine, transformer or other equipment leaks and discharges.

8. Identify any data, analyses or other information regarding the nature and quantity of hazardous substances released from each source or potential source you identified in response to Request #7, above. To the greatest extent possible, identify any such data, estimates, analyses or other information on an annual basis from 1954 through 1989.

**Response No. 8: Not applicable.**

9. For the period 1954 to 1989, identify for each year the types and amounts of fiber furnish used at each 3M Company mill in tons. Fiber furnish may include, but is not limited to, old corrugated container (OCC); double-lined kraft (DLK); paperboard; mixed waste paper; fine paper, bond, ledger, envelopes; old newsprint (ONP); pulp substitutes (specify type and source), purchased secondary fiber pulp (specify source); and virgin pulp (specify type).

**Response No. 9: Not applicable, please see introductory summary.**

10. For the period 1954 to 1989 and for each 3M Company mill, identify the types and amounts of paper products produced annually in tons.

**Response No. 10: Not applicable, please see introductory summary.**

11. For each paper product identified in response to Request #10, identify calculated shrinkage (*i.e.*, yield on fiber furnish) for each paper product on an annual basis. If not available, identify typical or estimated shrinkage for each paper product.

**Response No. 11: Not applicable.**

12. Identify, for each 3M Company mill, the annual operating days per year.

**Response No. 12: None/not applicable.**

13. For the period 1954 through 1971, identify the dates (month and year) and amounts in pounds of NCR paper broke that you purchased directly or otherwise obtained from any of the sources listed in Attachment 2, or from any other NCR paper coating facility.

**Response No. 13: None/not applicable.**

14. For the period 1954 through 1971, identify the dates (month and year) and amounts in pounds of NCR paper broke and/or NCR paper converter trim that you purchased or otherwise obtained directly from or through any waste paper broker listed in Attachment 3, or from any other person. Identify, to the extent possible, the name and address of the waste paper broker or other person from whom the NCR paper broke and/or NCR paper converter trim was obtained or purchased.

**Response No. 14: None/not applicable, please see introductory summary.**

15. For the period 1954 through 1989, identify the dates (month and year) and amounts in pounds of post-consumer waste paper that you purchased or otherwise obtained directly from or through any waste paper broker listed in Attachment 3, or from any other person. To the extent possible, identify the name and address of the waste paper broker or other person from whom the post-consumer waste paper was purchased or otherwise obtained.

**Response No. 15: None/not applicable, please see introductory summary.**

16. To the extent available and not otherwise identified in response to Requests #14-15 above, identify the current names, addresses and phone numbers for all waste paper brokers or other person from whom you purchased or otherwise obtained any type of secondary fiber during the period 1954 to 1989.

**Response No. 16. None/not applicable, please see introductory summary.**

Process Water Management; Wastewater Treatment; Wastewater Sludge Disposal

17. For the period 1954 to 1989 and for each 3M Company mill, identify the dates (month and year) when save-alls were installed and/or upgraded on each paper machine at the mill.

**Response No. 17: Not applicable, please see introductory summary.**

18. For each save-all identified in response to Request #17, specify the type of each save-all and the estimated efficiency of fiber recovery in per cent.

**Response No. 18: Not applicable.**

19. For the period 1954 to 1989 and on an annual basis, identify the volume and disposition of each of the wastewater streams generated at each 3M Company mill (e.g., discharged directly to a receiving water with or without treatment; discharged indirectly through a municipal sewerage system; or discharged to an off-site industrial wastewater treatment system), including but not limited to:

- Pulping and/or deinking wastewaters
- Paper machine whitewaters
- Other process and non-process wastewaters (Identify.)

(Reported volumes of the process wastewaters should be specified in either gallons per minute (gpm), gallons per day (gpd), or million gallons per day (mgd).)

**Response No. 19: Not applicable, please see introductory summary.**

20. For the period 1954 to 1989 and on an annual basis, for each of the process wastewater streams identified in response to Request #19, identify the type(s) of on-site wastewater treatment, if any, provided (*e.g.*, settling lagoons, primary treatment in clarifiers, secondary biological treatment; advanced wastewater treatment). Provide schematic diagrams of the wastewater treatment facilities and monthly wastewater treatment system operating data for bypassed flow (*i.e.*, untreated or partially treated wastewaters), treated effluent flow and untreated and treated wastewater total suspended solids (TSS) concentrations and mass discharges (*e.g.*, pounds per day).

**Response No. 20: Not applicable, please see introductory summary.**

21. For the period 1971 to 1989 and on an annual basis, identify the amount in dry tons of wastewater treatment sludge generated at each 3M Company mill and the disposition of the sludge (*e.g.*, disposed in on-site or off-site landfills).

**Response No. 21. Not applicable, please see introductory summary.**

22. Identify the name and location of any facility used for the disposal of wastewater treatment sludge generated at each 3M Company mill.

**Response No. 22: Not applicable, please see introductory summary.**

23. Identify any data, analyses or other information regarding potential erosion of waste materials from any lagoon, landfill or other disposal facility identified in your response to Requests #19-22.

**Response No. 23: Not applicable.**

#### Information Regarding PCBs

24. For each 3M Company mill, provide copies of all reports, data or other records showing PCB concentrations in the following materials:

Fiber furnishes used at the mill  
Paper products produced at the mill  
Untreated and treated wastewaters generated at the mill  
Wastewater treatment sludges generated at the mill  
Atmospheric emissions from the mill  
Machine, transformer or other oils used at the mill

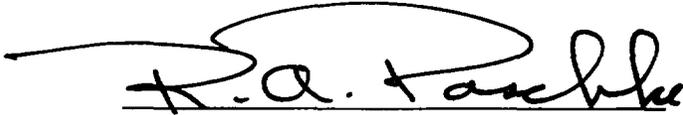
**Response No. 24: Not applicable, please see introductory summary.**

25. Provide copies of all reports, data or other records in your possession, whether generated by 3M Company or its consultants, generated by paper industry trade associations and/or research organizations, or generated by government agencies and organizations, showing PCB concentrations in the following materials: secondary fibers used as furnishes to secondary fiber pulp and paper mills; pulp substitutes; virgin pulps; any paper mill products, (e.g., paper, paperboard, tissue); process wastewaters; wastewater treatment sludges; atmospheric emissions, or other materials associated with the pulp and paper industry.

**Response No. 25: 3M objects to this request as unduly burdensome, overbroad and not relevant for this respondent as there is no "3M Company Mill" as defined in the information request.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my information and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Robert Paschke  
Manager, Corporate Environmental Programs

7/15/2003

Date

1150 Long Road  
Kalamazoo, Michigan 49001  
April 1, 1969

Mr. W. G. Bretson,  
Paper Products Division  
3M Company  
St. Paul, Minnesota

Dear Bret:

In accordance with your request, I am herewith transmitting to you some of the material you requested.

TAXES

1968 real estate assessed valuation		\$257,200
The tax rate is broken down as follows:		
		<u>Per \$1,000 Valuation</u>
School tax		\$25.00
County tax		
Education (includes inter- mediate, special educa- tion and Community College)	\$2.45	
Operating	<u>4.85</u>	
Total County Tax		7.30
Township Tax		<u>3.25</u>
TOTAL TAX		\$35.55
Taxes for 1968		\$9,143.46
(Valuation was decreased when the mill was shut down, for example, in 1966)		
Personal property assessed valuation		\$747,037
Real estate assessed valuation		\$316,273

APR 2 1969

Mr. W. G. Bretson  
April 1, 1969  
Page two ...

COST OF CHARLES SERVICE

\$1,855 per month or \$22,260 per year. (This includes 365 days per year, 24 hours per day and also includes special holiday pay, fringe benefits and all costs).

CONSUMERS POWER COMPANY

Gas We are enclosing three gas schedules. The rate is determined as the most economical to the purchaser during the first two months of operation. Thereafter, the gas rate can be changed from one rate to another only after twelve months experience.

A small gas line is already in the plant. It comes in from the north under the Penn Central Railroad. If more service is required for gas firing the existing boiler or a new boiler, it will require a new 4-inch gas line coming in from Kings Highway, about 300 feet at \$2.75 per foot or approximately \$825, for this service. The customer would have to build a 6-ft. by 6-ft. meter house. Delivery would be at 30 pounds per square inch and the gas is available on 90 days notice. Consumers Power responsibility would end at the meter.

Electric We are enclosing Rate D for electric service. It has definitely been determined that the transformer substation 1500 KVA is owned by the customer and that Consumers Power ownership ends at their meter.

We also are enclosing the log for electric service including demand KWH and dollar amount for the year 1967. When Eaton-Dikeman took over in September, they materially decreased their electric load. Prior to that time, we were running the deinking plant as well as the paper mill.

Mr. W. G. Bretson  
April 1, 1969  
Page three ...

LAND APPRAISAL

I am attaching a letter from Carl Rosman & Co. in Detroit which indicates that Lowell Swanson appraised the land only at \$152,000 for the approximate 44.77 acres on August 31, 1967. I am familiar with the Lowell Swanson & Son Agency here in Kalamazoo and they are considered an extremely reputable appraiser in this area. The attached letter also discusses the Marshall and Stevens appraisal for insurance purposes. We understand that this company is nationwide and also are reputable.

FIA DRAWING

In checking with the Michigan Inspection Bureau here, Mr. Livingston, he showed me an original inspection report dated June 23, 1916 which said that themill had been built that year.

As you can see from the drawing, there is a 160,000 gallon underground reservoir supplying the electrical fire pump. 120,000 gallons of that amount is reserved for fire purposes.

The fire pump is a Peerless, Serial No. 84219, pumping 1,000 gallons per minute at 100 pounds pressure using a 75 horsepower, 1760 rpm, direct connected vertical motor. The brake horsepower on this equipment is 80.

There are four well pumps in well houses 16, 17, 18 and 19. The facts concerning these four pumps, as far as I can determine by visual inspection, are as follows:

<u>Well House</u>	<u>Horsepower</u>	<u>Serial No.</u>	<u>RPM</u>
16	15	95181	1800
17	15	14415	1800
18	10		1800
19	15	204559	1800

Mr. W.G. Bretson  
April 1, 1969  
Page four ...

All of these pump into the reservoir or directly into a booster pump to process with the following characteristics:

20 horsepower  
1200 rpm  
1,000 gpm against a 40' head

In addition, there is a non-automatic steam fire pump (Fairbanks Morse) capable of pumping 1,000 gallons per minute in the engine room.

I expect to get further information concerning the wells this evening and will pass it on to you tomorrow. I am in contact with those who dug the wells and I expect to find out how deep they are and any other characteristics they can give me. At the present time, I believe they are about 30 feet deep.

The FIA map and the information at the Michigan Inspection Bureau indicates that there is 162,534 square feet in the main building.

I believe the rest of the FIA map is self-explanatory.

#### INSURANCE

At the present time, the insurance cost is about \$1,500 per month and exact details of how this is insured, even though it is an unoccupied property without water protection, I am obtaining from the insurance broker now handling the account. This broker is Wineman Brothers in Chicago who was our insurance broker and who took over the Eaton-Dieman account even though they didn't want to when the property was sold. There has been great difficulty in placing this insurance and Mr. Twickler at Wineman Brothers has promised to give me the details in a letter today.

Mr. W. G. Bretson  
April 1, 1969  
Page five ...

WATER

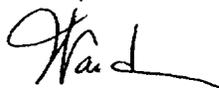
The City of Kalamazoo has agreed to extend their 12-inch main on Kings Highway to the east property line of the Rex Paper Company for approximately \$35,000 as well as bringing a line into the Rex reservoir. You understand, of course, that this line is going to extend farther than you need it. It will run to the east end of the property. Kalamazoo will not be the contractor even though they will do the work. It would be done through Comstock Township inasmuch as they have a contract with Comstock.

A rate schedule and an analysis of Kalamazoo city water is attached. As you can see, the analysis has wide variations and the figures are at the very maximum limit. I have been told that we could expect substantially all the time, hardness of about 275 in the Rex area from this line. There is one bad well among the 88 that Kalamazoo operates. I assume you would use the city water for fire purposes and very little for process.

MAPS

I am enclosing three maps. One is of Kalamazoo Township and also shows the location of the fire hydrant which I pointed out to you near the Hawthorne plant. Another map is Comstock Township and shows the location of the Rex property. The third map of Section 19 in Comstock Township shows the Rex property in more detail. I have one more map coming which I should be able to get in the mail to you tomorrow. It is a map that was made specifically of the Rex property.

Sincerely,



Ward Harrison

elr  
enclosures

COPY

Hold for Rel. Rec. C. 101

CERTIFIED MAIL

April 23, 1969

Mr. Chester Harasia  
United Papermakers & Paperworkers  
10405 Combarry  
Kalamazoo, Michigan 49002

Dear Chef:

As I told you at our meeting the evening of April 2, I think we should terminate the contract between the Eaton-Dikeman Company and The United Papermakers and Paperworkers at the end of September in accordance with Section 4, Article XIII.

At the present time there is no apparent likelihood of our reopening the Kalamazoo in the near future, therefore, it seems to us that we properly should terminate the contract and then negotiate a new contract should we at some time in the future be in a position to reopen the plant.

Cordially yours,

THE EATON-DIKEMAN COMPANY

J7:jgk

John Trickoy, Jr.

cc: Mr. R. Middlebrooks  
Mr. W. Middlebrooks

~~CONFIDENTIAL~~  
between

THE EATON-DIKEMAN CO.

and

~~WARD D. HARRISON~~ *probation*

THIS IS AN AGREEMENT dated this            day of May, 1969,  
by and between THE EATON-DIKEMAN CO., a Pennsylvania corporation  
("Seller"), of Mount Holly Springs, Pennsylvania, and ~~WARD D.~~  
~~HARRISON~~ ("Buyer"), of Kalamazoo, Michigan.

WHEREAS, on September 14, 1967 Seller purchased from  
Rex Paper Company, a Michigan corporation, the real estate then  
owned by Rex Paper Company in Kalamazoo, Michigan, consisting of  
40 acres of land, more or less, with the buildings and improve-  
ments thereon together with the machinery, equipment, furniture  
and fixtures, wires and felts, coal, storeroom supplies and repair  
parts and maintenance materials in and on said premises as an  
operating paper mill on the terms and conditions provided in an  
Agreement between Rex Paper Company and Seller dated September 14, 1967;

WHEREAS, Seller manufactured paper products in said mill  
from on or about September 14, 1967 until May 8, 1968 when produc-  
tion therein was discontinued and said plant was completely shut  
down not later than June 30, 1968 and has remained closed from  
such date until the date hereof; and

WHEREAS, Seller proposes to sell said paper mill to  
Buyer, who intends to purchase the same.

The parties therefore agree:

1. Sale of Certain Assets by Seller. Subject to the terms and conditions of this Agreement, on the Closing date, Seller will sell, convey, assign, transfer and deliver to Buyer or his nominee or nominees for the consideration set forth in Paragraph 2 hereof, the following:

(a) All that certain lot or piece of ground as described in Exhibit A attached hereto, with the buildings and improvements thereon erected, situate in Kalamazoo, Michigan;

(b) All machinery, equipment, furniture and fixtures in and on said premises described in Exhibit A attached hereto except only the peroxide chemical equipment pertaining to the decoating system; and

(c) All wires and felts, coal, storeroom supplies and all repair parts and maintenance materials in and on said premises.

2. Consideration for Purchase of Assets. Buyer agrees to purchase all of the assets to be sold to Buyer as aforesaid, and as full consideration therefor Buyer will assume certain obligations and liabilities of Seller, but only as hereinafter specified, and pay to Seller purchase price as follows:

Land	\$ 10,000
Buildings	30,000
Machinery and equipment	<u>360,000</u>
	\$400,000

3. Manner of Payment. Buyer will pay to Seller the price or consideration aforesaid as follows:

- (a) \$40,000 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged; and
- (b) the balance of \$360,000 in cash at settlement.

Said payments shall be by certified or cashier's checks drawn on a bank satisfactory to Seller and payable to Seller.

4. Certain Obligations and Liabilities.

(a) Seller and Buyer agree to prorate as of the closing date the following items for the year 1969: Real estate taxes, personal property taxes, insurance premiums and utility bills and other items of a similar nature, with Seller to bear the portion hereof accruing prior to the closing and Buyer to bear the portion accruing thereafter. The proration of real and personal property tax shall be based on the most recent available bills. When final bills are available, such items shall be re prorated and any amount due shall be paid promptly in cash.

(b) Seller shall assign to Buyer at closing, by assignment in substantially the form hereto attached as Exhibit B, all of its interest under the agreements hereafter set forth, and Buyer shall accept such assignments and assume all liabilities and obligations of Seller falling due under said agreements from and after the closing date and shall hold Seller harmless with respect thereto:

- (i) Railroad side track agreement;
- (ii) Agreement dated June 19, 1961, between Rex Paper Company and the State of Michigan Water Resources Commission;
- (iii) Agreement dated July 1964, between Rex Paper Company and the City of Kalamazoo for secondary sewage treatment; and

(iv) Agreement dated August 19, 1967 between Seller and United Papermakers and Paperworkers, AFL-CIO Local No. 1028.

Buyer shall furnish to Seller at Closing instruments in substantially the form hereto attached as Exhibit C, assuming the foregoing liabilities and holding Seller harmless with respect thereto.

5. Closing. The closing shall take place at \_\_\_\_\_ A.M. Central D.S.T., on June 2, 1969, at the offices of Title, Bond & Mortgage Co., 125 Exchange Place, Kalamazoo, Michigan, or at such other time or place as Buyer and Seller shall in writing mutually agree. Such time and date are hereinafter referred to as the "Closing" or "Closing Date", and such time shall be of the essence of this Agreement.

6. Transfer of Assets. At the Closing, Seller will, in return for the payment of the purchase price and the assumption by the Buyer of certain liabilities and obligations of Seller, all as herein specified, deliver to Buyer: (a) good and sufficient deeds and bills of sale and other documents, with such covenants and warranties as shall be required or appropriate in order to vest in Buyer good and marketable title to the assets to be sold hereunder, ("good and marketable title" meaning, with respect to the real estate to be conveyed and fixtures thereto affixed, such title as will be insured by Title, Bond & Mortgage, Co., Kalamazoo, Michigan, at the regular rates) free and clear of all liens, encumbrances and easements excepting, however, those listed on

Exhibit D hereto attached; (b) a certificate certified by the President and Secretary of Seller, to the effect that the representations and warranties of the Seller contained in this Agreement are true on and as of the Closing Date; and (c) a copy of corporate resolutions of Seller's directors certified as of the Closing Date, authorizing the execution, delivery and consummation of this Agreement.

7. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Seller has full power and authority to sell the assets to be sold hereunder and to perform its obligations hereunder;

(b) Seller has good and marketable title to the assets to be sold hereunder, which, except as stated in Exhibit D, will at Closing be subject to no mortgage, pledge, lien, claim, security interest or other encumbrance other than real and personal property taxes not yet due;

(c) The execution and delivery of this Agreement by Seller and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action and will be binding upon and enforceable against Seller in accordance with the terms of this Agreement;

(d) Seller has employed as broker in this transaction Carl Rosman & Company, of Detroit, Michigan. Seller agrees to indemnify and hold harmless the Buyer from and against any claim of such broker or any other broker, agent or person purporting to

act pursuant to Seller's authority in respect of any claim for commission or finder's fee.

(e) There are no investigations, actions, suits, charges, complaints or other proceedings of a tax, labor or any other character whatsoever, pending, threatened, or otherwise asserted against or involving the assets of Seller to be sold hereunder at law or in equity or before or by any federal, state or other governmental division, agency or instrumentality, and Seller is subject to no judgment, order, decree or other edict whatever affecting or pertaining to the assets to be sold hereunder. United Papermakers and Paperworkers, AFL-CIO Local Number 1028, has served on the Seller notice of appeal under the grievance procedure provided in the Agreement between the Seller and that Local in respect of certain claims being asserted under Article IX, Section 5 of the Agreement.

(f) Neither the execution or the delivery of this Agreement nor the consummation of the transactions herein contemplated will conflict with, or result in the breach of, or accelerate the performance required by any terms of, or otherwise adversely affect any agreement, contract or lease to which the Seller is now a party, or constitute default thereunder or result in the creation of any lien, charge or encumbrance upon any of the property or assets of the Seller to be sold pursuant hereto.

8. Buyer Representation and Warranty. Buyer represents and warrants to Seller that no broker, agent or other person purporting to act pursuant to Buyer's authority will be entitled to

any commission or finder's fee in connection with the transactions contemplated by this Agreement.

9. Conditions Precedent to Closing. The following shall be conditions precedent to the Buyer's obligation to close hereunder:

(a) Each of the representations and warranties set out in this Agreement shall be true and correct at all times hereafter to and including the time of Closing;

(b) Each of the covenants and undertakings of the Seller contained in this Agreement will have been fully performed and complied with on or before the time of Closing hereunder;

(c) No materially adverse change in the condition of the assets being sold hereunder shall have occurred between the date of this Agreement and Closing;

(d) There shall have been delivered to Buyer at Closing all documents required to be delivered by Paragraphs 4(b) and 6 of this Agreement.

Buyer may, in writing, waive compliance with any or all of the aforementioned conditions precedent to its duty to close hereunder.

10. Seller's Cooperation. After the Closing, Seller will, as and when requested by Buyer, execute, acknowledge and deliver any and all additional instruments of transfer and assignment and take such further action as Buyer may reasonably request for the more effective transferring and assignment to Buyer of the assets sold hereunder and the consummation of all other transactions

contemplated by this Agreement. After the Closing, Seller, at Buyer's expense, will comply with all reasonable requests of Buyer to cooperate with Buyer in any controversy with third persons with respect to any asset sold or liability assumed hereunder.

11. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of Michigan;

(b) All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, or if given by telegram or by registered or certified mail as follows: If to Seller, addressed to it at Mount Holly Springs, Pennsylvania 17065, Attention: Edwin H. Olmstead, President; if to Buyer, \_\_\_\_\_

(c) This Agreement shall inure to the benefit of Buyer and Seller and their respective successors and assigns.

THE EATON-DIKEMAN CO.

Attest:

\_\_\_\_\_ By \_\_\_\_\_  
Seller

Witness:

\_\_\_\_\_  
Buyer

These to be included on the schedule.

Indemnifications by Seller. The Seller agrees to indemnify and hold harmless the Buyer, its successors and assigns, from and against and in respect of:

(a) Any and all loss, damage or liability which Buyer may be required to pay or become liable for arising out of any obligation or liability of Seller not assumed by Buyer hereunder.

(b) Any and all loss, damage and deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any warranty, representation, covenant or agreement on the part of the Seller contained herein, or in any agreement, assignment, document, statement or certificate furnished or to be furnished to the Buyer pursuant to or in connection with the transactions contemplated hereby.

(c) Any and all loss, damage or liability to which the Buyer or the assets sold hereunder may be subjected by reason of failure to comply with the provisions of the Michigan Bulk Sales Law or the provisions of any act requiring notice of the transactions contemplated hereby to any governmental authority or agency. Seller hereby agrees, promptly after the execution hereof, to give such notice and to apply for for such clearance certificates as may be required by the State of Michigan and prior to and after Closing to do all things necessary to obtain such certificates, and Seller shall deliver to Buyer copies of such certificates when received by Seller.

(d) Any and all claims, liabilities, obligations, losses, damages, actions, suits, proceedings, demands, assessments, judgments, reasonable counsel fees, costs and expenses incident to any of the foregoing.

Buyer shall have no right to indemnity under this Paragraph, or otherwise, as to any loss, damage, liability or claim against Seller, (i) to the extent covered by insurance, and (ii) to the extent Buyer realizes a tax benefit therefrom. In addition thereto, Seller shall not be liable with respect to any other liabilities or claims until the aggregate amount thereof exceeds \$5,000, and then only with respect to the excess above \$5,000.

The mere assertion of a claim or demand, or the institution of an action, shall not result in any liability on the part of the Seller unless and until (i) such claim or demand is reduced to final judgment, (ii) admitted in writing by Seller, or (iii) compromised or settled by or with Seller's written consent. Liability of Seller to indemnify against claims or liabilities asserted against it shall be conditioned upon (i) giving notice in writing by Buyer to Seller of the assertion of any such claim or liability with reasonable promptness, and Seller, at its election, shall have the right to defend or compromise such claim or liability through counsel of its own choosing at its expense, and (ii) Buyer making available to Seller all information in

hands of Buyer with respect to such claim or liability and making available to Seller, without charge, the time of Buyer's personnel to the extent reasonably necessary in connection with the investigation and defense of such claim and liability.

NOTICE OF TERMINATION OF LABOR AGREEMENT

TO: United Papermakers and Paperworkers AFL-CIO  
Local Union No. 1028

C/O Mr. Chester Harasim, Representative  
United Papermakers and Paperworkers  
10405 Dewberry  
Kalamazoo, Michigan 49002

Notice of Termination is hereby given pursuant to Article XIII, Section 4 or other applicable provisions of the contract dated March 8, 1958 between Eaton-Dikeman Company and the United Papermakers and Paperworkers, AFL-CIO, Local Union No. 1028 of Kalamazoo, Michigan. Please be advised that said contract shall terminate and shall not be renewed, or of any further force and effect.

DATED: July 30, 1969

EATON-DIKEMAN COMPANY  
Mt. Holly Springs,  
Pennsylvania

By: 

Authorized Agent

REGISTERED MAIL

Chester Harasim  
Roy Middlebrooks  
Kenneth Hatfield  
James A. Saline  
Marshall Tyler  
Don De Waters  
Michigan Labor Mediation Board  
Federal Mediation and Conciliation Service

Purchase of Paper Mill in  
Kalamazoo, Michigan

August 13, 1969

cc: R. O. Laine - 220-12E  
C. H. Scriver - 42-5W

TO: GARY E. MUNSON - GENERAL INSURANCE DEPARTMENT - 224-2W  
FROM: HOWARD T. WEBER - GENERAL INSURANCE DEPARTMENT - 224-2W

Gary, I have had a couple of conversations with Charles Scriver of the Real Estate Department but have been unable to get together with Ray Laine. Therefore, I am writing up this memo to give you the background and I would appreciate it if you would contact Ray Laine during my absence to be sure that if a purchase contract is being drafted it takes into consideration some peculiar problems concerning this property.

The greatest problem, from the standpoint of the purchase contract, is that this is a presently uninsured property. I will review below the reasons for it being uninsured, but basically it amounts to the fact that the insurance rates are so high that the present owner has elected to leave it uninsured. We will be making a down payment on this property and I am not particularly concerned about that because of the value of the real estate and any salvage that may be left after a fire would certainly be worth as much as our down payment, but the important point is that the purchase contract must specify what the situation will be if the property is damaged prior to closing. I don't think that we can require the owner to have the property fully insured between the date of our initial payment and the date of closing, although this is one alternative that might be considered. Since the property has stood for many years without being destroyed by fire, we might want to take a chance on the fact that it will still be there on date of closing and simply provide in the purchase contract that in the event of any damage occurring the purchase price will be adjusted by the reasonable decrease in value represented by the damage. In the event of a failure to agree on this decrease in value some arbitration procedure may be necessary. I don't particularly like that as a provision of the purchase contract, but it would be an easy provision to write into the contract and perhaps the gamble is worth while.

There do not seem to be a lot of alternatives available to us, since we are buying an old vacant building which contains a lot of old equipment, some of it not in useable condition. We might consider the possibility that if the damage amounted to \$10,000 or less the owner would pay the cost of repairs, but I don't think there is any way that you could repair either the equipment or the building without constituting an improvement of some type. My guess is that from a practical standpoint, if the property is significantly damaged by fire, windstorm, etc. prior to the date of closing, the contract should provide that the price would have to be renegotiated and we would simply start from scratch negotiating a new purchase price.

To give you a more complete background on this, it is my understanding that the heating system for this plant is in such poor condition that it has been left unheated in the wintertime which means that you then have an unsprinklered, unoccupied location. On this basis the insurance rates have been so high that the owner has elected not to carry insurance. With the heating system not in use, the owner has apparently elected also not to carry any form of boiler or pressure vessel coverage. The sprinkler system was turned on during the summer, but it presumably will be turned off very shortly after our anticipated October 1st acquisition. It is unlikely that we can do anything to activate the sprinkler system for this winter.

This will create some major insurance problems for us then, but the total value involved in terms of insurable building and equipment values is not significant (probably in the \$230,000 area) so we might even elect to remain uninsured until such time as we start putting additional values into the property. Incidentally, it is my understanding that there also is no public water supply adjacent to the plant area which compounds our problems. I was told that part of the arrangements on our purchase is that the city would extend public water to the premises, but it is unlikely that that will be available by the date of our purchase.

To summarize, the immediate problem is the terms and conditions of the purchase agreement with regard to what happens if fire or other damage occurs between the contract date and the closing date. I would appreciate your discussing this with Ray Laine. The secondary problem is, what are we going to do about insuring the property on date of acquisition. I am concerned about this, because we do not have an easily available market even if we do call this a warehouse, but because of the size it is a property that we could leave on a self-insured basis.

For your information.

HW:ek

AGREEMENT FOR SALE

1. PARTIES:

Agreement made this 22 day of August, 1969  
by and between MARTHA H. LANGSTON and M. F. LANGSTON, JR., her  
husband, LYNN L. HARRISON, single, FREDERICK W. HARRISON and  
MARY NAN HARRISON, his wife, of 1250 Banbury, Kalamazoo, Michigan,  
hereinafter referred to as SELLER and MINNESOTA MINING AND  
MANUFACTURING COMPANY, a Delaware Corporation of 3M Center, St.  
Paul, Minnesota, hereinafter referred to as BUYER is as follows:

2. AGREEMENT FOR SALE:

Seller agrees to sell and Buyer agrees to purchase,  
subject to the terms and conditions of this Agreement, the prop-  
erty described herein.

3. DESCRIPTION OF PROPERTY:

The property which is the subject matter of the sale  
is described as follows and is hereinafter sometimes referred to  
as "The Property":

A. Real Estate. All that certain piece or parcel  
of land with the buildings and improvements thereon more  
particularly described in Exhibit A attached hereto, and which  
is situated in the County of Kalamazoo, State of Michigan and  
subject to the exceptions set forth therein.

B. Personalty, Etc. All machinery, equipment,  
furniture, fixtures and personal property in and upon said  
premises described in Exhibit A attached hereto EXCEPT one  
aluminum tank and one steel tank presently located in a concrete  
block structure near the southwest corner of the main plant  
located on the premises. Seller may remove said tanks through  
the roof of the said concrete block structure and Seller does  
not need to restore the building to its present condition.

4. PRICE:

The purchase price shall be Four Hundred Thirty-Two Thousand Two Hundred (\$432,200.00) Dollars which the Buyer agrees to pay in the following manner:

A. The sum of Forty Thousand (\$40,000.00) Dollars as earnest money upon the execution of this Agreement, receipt of which is hereby acknowledged by Seller.

B. The sum of Eighty Thousand (\$80,000.00) Dollars to be paid by Buyer at closing upon the execution and delivery of a good and sufficient Bill of Sale for the personal property to be executed by Seller.

C. The sum of Three Hundred Twelve Thousand Two Hundred (\$312,200.00) Dollars together with interest at the rate of seven per cent (7%) per annum by executing a Land Contract to be executed by Buyer and Seller on a Doubleday Bros. & Co. - Kalamazoo, Michigan Form 1919 with terms modified so as to be consistent with attached Exhibit C including Paragraph 14. The principal and accrued interest shall be due and payable in a single installment on January 6, 1970.

Subject to performance by the Buyer, the Seller agrees to execute and deliver said Land Contract together with all instruments of title, necessary assignments, and conveyances pursuant to this agreement, showing marketable title of record.

All monies required to be paid hereunder by Buyer shall be paid by check drawn on The First National Bank of Saint Paul, Minnesota.

5. PROVISIONS OF LAND CONTRACT:

The Land Contract shall be in the form attached hereto as Exhibit C.

6. POSSESSION:

Possession of said premises shall be delivered to Buyer not later than 5:00 p.m. Eastern Standard Time on October 6, 1969, provided that all the conditions of this agreement have been complied with.

7. PRORATION OF TAXES:

Seller and Buyer agree to prorate as of October 6, 1969, the Real Estate, Machinery and Equipment Taxes for the year 1969 based on the most recent available tax bills which are those four (4) bills marked "Tax Notice 1968" and state that the tax is due and payable December 1st to February 14th inclusive being File Numbers 9015500, 1182650, 1183000, and 1192730 showing a total tax of \$18,085.05. The Seller shall bear the portion accruing prior to October 6, 1969, and the Buyer shall bear the portion accruing thereafter. At the closing on October 6, 1969, Seller shall allow the Buyer 279/365ths of \$18,085.05 or \$13,823.91 as the Seller's portion of the tax and this amount shall be deducted from the sum payable by Buyer at the closing on October 6, 1969. Special assessments, if any, not yet due and payable shall be paid by Buyer.

8. ELECTRICAL POWER:

At the closing, Seller shall order the electric meter on the premises be read and shall pay any accrued bill to that time. Buyer shall pay for all electricity consumed after the closing.

9. INSURANCE:

At the closing, Seller may cancel all insurance carried by Seller. Buyer will furnish his own hazard and liability insurance.

10. EVIDENCE OF TITLE:

The Seller shall, within a reasonable time after the signing of this agreement, furnish an abstract of title and tax history, certified subsequent to the date hereof and prior to October 6, 1969, and to include proper searches covering bankruptcies, and State and Federal judgments and liens showing marketable title of record to the real property in Seller. The Buyer shall be allowed 30 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, the Seller shall be allowed 90 days to make such title marketable. Pending correction of title, the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice, the Buyer shall perform this agreement according to its terms.

If said title is not marketable and is not made so within 90 days from the date of written objections thereto as above provided, this agreement shall be void, and neither principal shall be liable for damages hereunder to the other principal and all money theretofore paid by the Buyer shall be refunded; but if the title to said property be found marketable, or be so made within said time and said Buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case the Seller may terminate this contract, and on such termination all the payments made upon this contract shall be retained by said Seller as liquidated damages, time being of the essence hereof; but this provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

11. REPRESENTATIONS AND WARRANTIES OF SELLER:

Seller represents and warrants to Buyer that:

- A. Seller has marketable title to the property subject to the exceptions set forth in Exhibit A.
- B. No broker, agent or other person purporting to act pursuant to Sellers authority will be entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.
- C. Seller is not in default under the terms of any agreement to be assigned to Buyer pursuant to this agreement.
- D. Neither the execution nor delivery of this Agreement nor the consummation of the transactions herein contemplated will conflict with, or result in the breach of, or accelerate the performance required by any terms of, or otherwise adversely affect any agreement, contract or lease to which the Seller is now a party, or constitute default thereunder or result in the creation of any lien, charge or encumbrance upon any of the property to be sold hereunder.
- E. To Seller's knowledge the property in its present condition is not in violation of any applicable law, rule or regulation of any appropriate governmental unit except that notices of violation and correction have been issued with respect to elevators and Buyer shall acquire the property in an "as is" condition, subject to such notices and defects as may be outstanding and without any undertaking, representation, warranty or indemnity by Seller with respect to such condition. Copies of the notices of violation have heretofore been given by Seller to Buyer, and receipt thereof is hereby acknowledged.
- F. That the notice of termination of a certain labor agreement by and between Eaton-Dikeman Company and the United Papermakers and Paperworkers AFL-CIO Local No. 1028 was sent registered mail on July 30, 1969, to the persons described in said notice a copy of which is attached hereto and marked Exhibit B.

12. ASSIGNMENT OF CERTAIN AGREEMENTS:

Seller shall assign to Buyer on October 6, 1969, by assignment all of its interest in the following agreement in the form as set out on the attached Exhibit D, and Buyer agrees to accept such assignment and assume the obligations and liabilities of Seller falling due under said agreement from and after said date and hold Seller harmless with respect thereto and Buyer shall furnish to Seller at closing an instrument of acceptance in the form as set out on the attached Exhibit D:

A. The Agreement dated July 17, 1964, between the City of Kalamazoo and the Rex Paper Company for Secondary Sewage Treatment.

13. CLOSING:

The closing of this transaction shall take place at 1:30 p.m. Eastern Standard Time on October 6, 1969, at the offices of Gemrich, Moser, Dombrowski, Bowser & Garvey, 222 South Westnedge Avenue, Kalamazoo, Michigan, or at such other time and place as Buyer and Seller shall in writing mutually agree provided that all terms of this agreement have been complied with. Time shall be of the essence of this agreement.

14. CONDITIONS PRECEDENT TO CLOSING:

The following conditions shall be precedent to the Buyer's obligation to close hereunder:

A. The representations and warranties set out in this Agreement shall be true and correct at all times to and including October 6, 1969.

B. Seller shall not be in default under the terms of this Agreement.

C. In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this Agreement shall become null and void, at the purchaser's option, and all monies paid hereunder shall be refunded to him.

D. Seller agrees to mow or cut all noxious weeds on the premises prior to closing.

15. RIGHT TO TEST AND INSPECT:

During the period of this agreement, the Buyer and its agents shall have the right to enter upon the premises for the purposes of testing, inspecting, surveying and test boring and such other purposes related thereto as may be reasonable and necessary or expedient for Buyer to determine the suitability of said premises for improvements desired by Buyer provided that said tests shall not be so conducted as to materially damage the premises or to interfere substantially with its use.

16. GOVERNING LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

17. NOTICES:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficient and given when delivered by hand, or when sent if given by telegram or registered or certified mail to the party at their or its address set forth above.

18. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

In witness whereof the parties have set their hands and seals on the day and year first above written.

DATED: August 22, 1969

Witness:

Amtrak & Seiler  
Joyce E. Seiler  
Joyce E. Seiler

M. F. Langston, Jr.  
Martha H. Langston  
Frederick W. Harrison  
Frederick W. Harrison  
Mary Ann Harrison  
MINNESOTA MINING AND MANUFACTURING COMPANY

R.O. Laine

BY: Donald R. Gaultier  
VICE PRESIDENT

EXHIBIT A

Legal Description of Land - Kalamazoo, Michigan

Parcel #1

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian, Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Southwest corner of Section 18, Township 2 South, Range 10 West of the Michigan Meridian; thence South 89° 31' 45" East 346.28 feet along the South line of said Section 18 to the North right-of-way line of the Penn Central Company Railroad (formerly Michigan Central or New York Central Railroad); thence 67.14 feet along the arc of a curve to the left along the North line of said railroad right-of-way with a radius of 6,441.15 feet and a chord bearing North 76° 05' 56" East 67.12 feet to the place of beginning; thence continuing along the North line of said railroad right-of-way 504.64 feet along the arc of a curve to the left with a radius of 6,441.15 feet and a chord bearing North 73° 37' 10" East 504.50 feet; thence continuing along the North line of said railroad right-of-way North 71° 22' 30" East 187.00 feet; thence continuing along the North line of said railroad right-of-way 116.64 feet along the arc of a curve to the right with a radius of 3,760.34 feet and a chord bearing North 72° 15' 50" East 116.63 feet to the East line of the West half of the Southwest Fractional quarter of said Section 18; thence North 00° 00' 30" East 33.77 feet along said East line to the centerline of East Michigan Avenue (formerly known as Territorial Road); thence South 80° 37' 15" West along the centerline of East Michigan Avenue 774.73 feet; thence South 03° 07' 05" West 145.24 feet to the place of beginning.

Subject to the rights of the public over the Northerly 33.00 feet of the above described parcel for road purposes. Subject to that certain easement dated November 18, 1960 and recorded June 1, 1961 in Liber 781 Deeds on Page 405 running in favor of Consumers Power Company, a Maine Corporation to erect, lay and maintain lines consisting of poles, wires, etc. for the purpose of distributing electricity.

Parcel #2

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian and in the Northwest quarter of Section 19, Township 2 South, Range 10 West of the Michigan Meridian, all in the Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Northwest corner of Section 19, Township 2 South, Range 10 West of the Michigan Meridian; thence South 00° 06' 30" West along the West line of said Section 19 a distance of 177.86 feet to the South right-of-way line of the Penn Central Company Railroad, (formerly Michigan Central or

New York Central Railroad), said point being the place of beginning; thence continuing South  $00^{\circ} 06' 30''$  West along the West line of said Section 19 a distance of 640 feet, more or less, to the Northerly bank of the Kalamazoo River; thence Easterly and Northerly along the Northerly and Westerly bank of the Kalamazoo River a distance of 2,200 feet, more or less, to a point on the South right-of-way line of Michigan State Highway M-96, said point is 2,027.98 feet easterly, as measured along the South right-of-way line of said State Highway, from the West line of said Section 19; thence North  $46^{\circ} 29' 45''$  East 118.70 feet to the centerline of said State Highway; thence North  $20^{\circ} 07' 00''$  East 109.84 feet to a point on the North right-of-way line of said State Highway, said point is 2,151.93 feet easterly, as measured along the North right-of-way line of said State Highway, from the West line of said Section 19; thence continuing along the Westerly bank of the Old Channel of the Kalamazoo River, along the two following courses and distances, being the approximate Westerly bank of the Old Channel of the Kalamazoo River, North  $20^{\circ} 07' 00''$  East a distance of 574.61 feet and North  $61^{\circ} 53' 30''$  East a distance of 154.48 feet, to a point on a line parallel with and 33.00 feet westerly, as measured along a projection of the last described course, from the North and South quarter line of said Section 18; thence North  $00^{\circ} 02' 00''$  West 76.00 feet; thence North  $72^{\circ} 06' 30''$  West 168.00 feet to a point 120.00 feet Southerly of the South right-of-way line of East Michigan Avenue (formerly known as Territorial Road); thence South  $00^{\circ} 02' 00''$  East 54.00 feet to an iron pipe marking the north margin of a ditch; thence North  $62^{\circ} 08' 30''$  West along the north margin of said ditch 205.00 feet to the Westerly line of the land as described in the deed recorded in Liber 134 of Deeds on Page 390, Kalamazoo County Records; thence North  $00^{\circ} 02' 00''$  West along said Westerly line 114.29 feet to the South right-of-way line of the Penn Central Railroad; thence 1051.96 feet along the arc of a curve to the left along the South line of said Railroad right-of-way with a radius of 3,660.34 feet and a chord bearing South  $79^{\circ} 36' 30''$  West 1,048.34 feet; thence continuing along the South line of said railroad right-of-way South  $71^{\circ} 22' 30''$  West 187.00 feet; thence continuing along the South line of said Railroad right-of-way 958.85 feet along the arc of a curve to the right with a radius of 6,541.15 feet and a chord bearing South  $75^{\circ} 34' 25''$  West 957.92 feet to the place of beginning, except that portion of said Section 19 conveyed to the Board of County Road Commissioners of Kalamazoo County, Michigan by deed recorded in Liber 820 of Deeds on Page 1, Kalamazoo County Records. Together with the easements reserved by the Rex Paper Company and by Merrill B. King and Mrs. Dorothy Creamer, brother and sister, in those certain documents recorded in Liber 271 of Deeds, Page 552 and in Liber 271 of Deeds, Page 549, respectively, Kalamazoo County Records. Subject to the rights of the public over and across Michigan State Highway M-96 for highway purposes 175.00 feet wide. Subject to the sanitary sewer line as described in Liber 811 of Deeds, Page 124, Kalamazoo County Records. Subject to the rights of the public in the ditch in the Northeast Corner of Parcel #2.

NOTICE OF TERMINATION OF LABOR AGREEMENT

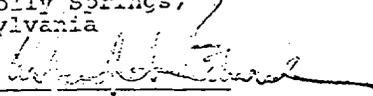
TO: United Papermakers and Paperworkers AFL-CIO  
Local Union No. 1028

C/O Mr. Chester Harasim, Representative  
United Papermakers and Paperworkers  
10405 Dewberry  
Kalamazoo, Michigan 49002

Notice of Termination is hereby given pursuant to Article XIII, Section 4 or other applicable provisions of the contract dated March 8, 1968 between Eaton-Dikeman Company and the United Papermakers and Paperworkers, AFL-CIO, Local Union No. 1028 of Kalamazoo, Michigan. Please be advised that said contract shall terminate and shall not be renewed, or of any further force and effect.

DATED: July 30, 1969

EATON-DIKEMAN COMPANY  
Mt. Holly Springs,  
Pennsylvania

By:   
Authorized Agent

REGISTERED MAIL

Chester Harasim  
Roy Middlebrooks  
Kenneth Hatfield  
James A. Saline  
Marshall Tyler  
Don De Waters  
Michigan Labor Mediation Board  
Federal Mediation and Conciliation Service



This Contract, made 19... BETWEEN Martha H. Langston and M. F. Langston, Jr., her husband, Lynn L. Harrison, single, Frederick W. Harrison and Mary Nan Harrison, his wife, of 125 Banbury, Kalamazoo, Michigan,

hereinafter referred to as the "Seller" and Minnesota Mining and Manufacturing Company, a Delaware Corporation of 3M Center, St. Paul, Minnesota, hereinafter referred to as the "Purchaser,"

WITNESSETH, That in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum hereinafter stated to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. The Seller hereby sells and agrees to convey unto the Purchaser all that certain piece or parcel of land situated in the Township of Comstock County of Kalamazoo and State of Michigan, and described as follows, to-wit:

All as described in Exhibit A attached hereto.

2. Said Purchaser hereby purchases said premises of the Seller and agrees to pay the Seller therefor the sum of Four Hundred Thirty-Two Thousand Two Hundred (\$432,200.00) Dollars in the manner following: One Hundred Twenty Thousand (\$120,000.00) Dollars on delivery of this contract, the receipt whereof is hereby confessed and acknowledged by said Seller, and the remaining Three Hundred Twelve Thousand Two Hundred (\$312,200.00) Dollars, the sum which is secured by this contract, together with interest on the whole sum that shall be from time to time unpaid at the rate of Seven (7%) per cent. per annum, payable as follows:

Three Hundred Twelve Thousand Two Hundred Dollars on the January 6, 1970 date of each year, and until the principal and interest shall be fully paid, interest is to be computed monthly and deducted from payment and balance of payment to be applied on principal. Said Purchaser to have the right to pay larger installments than above provided for and to pay the whole or any part of the balance remaining unpaid on this contract at any time before the same, by the terms hereof, becomes due and payable. Interest shall commence to run on the unpaid balance of principal as of the date hereof.

and payments shall be made at 125 Banbury, Kalamazoo, Michigan.

3. Said Purchaser shall promptly pay, when due, all taxes and assessments of every nature which shall become a lien on said premises after the date hereof, and any installments of special assessments becoming due after the date hereof, excepting

and shall, during the continuance of this contract, keep insured the buildings now on said premises or which shall hereafter be placed thereon, in the name of said Seller against loss by fire and windstorm, in such company or companies and for such amount as the Seller shall approve, and forthwith deposit all policies of insurance with the Seller, with loss, if any, payable to the Seller, as his interest may appear under this contract. Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or to keep said buildings insured, the Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid hereon and be due at once and bear interest until paid at the rate of the per cent per annum above specified in Paragraph 2.

4. All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and may not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the said premises and all improvements in as good condition as they are now.

5. Should default be made by the Purchaser in any of the provisions hereof, the Seller may immediately thereafter declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited to the Seller as rental for the use of the premises and as stipulated damages for failure to perform this contract and the Seller shall be entitled to immediate peaceable possession of said premises without notice and remove the Purchaser and all persons claiming under him therefrom, and the Seller may, without notice to the Purchaser, declare all money remaining unpaid under this contract forthwith due and payable, notwithstanding that the period hereinbefore limited for the payment of the said balance may not then have expired, and the Seller may thereafter enforce his rights under this contract in law or in equity, or may after said acceleration take summary proceedings to forfeit the interests of Purchaser or may enforce said contract in any other manner now or hereafter provided. In addition to any other remedy, Seller, on default being made, may consider Purchaser as a tenant holding over without permission and remove Purchaser from said premises according to the law in such case made and provided.

Parties Description Price and Terms of Payment Taxes and Insurance Acceleration Clauses

Handwritten initials/signature

Evidence of Title  
Assignment  
Conveyance or Mortgage by Seller  
This Case  
Notice  
Essence nouns

6. If the Purchaser shall, in the time and manner above specified, make all the payments herein provided for, and shall observe and perform all the conditions and agreements herein made, the Seller shall thereupon, by good and sufficient warranty deed, convey the said premises to the Purchaser on the conditions herein agreed upon, and the Seller shall deliver with said deed a complete abstract of title and tax history of said premises certified to date of conveyance and showing a marketable title, subject to restrictions and easements of record, in the Seller, or a fee simple title insurance policy guaranteeing title to the premises in the name of Purchaser; provided, however, that the warranty deed, the abstract and the tax history shall be limited so as to except acts or negligence of parties other than the Seller subsequent to the date of this contract. In the event an abstract is delivered, the Purchaser agrees to accept the abstract of title certified to date of conveyance, showing in the Seller a marketable title of record, subject to easements and restrictions of record, as defined in Act 200 of the 1945 Public Acts of Michigan as amended.

7. Possession of said premises may be taken by said Purchaser on October 6, 1969, and retained for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

8. Purchaser may assign or transfer this contract but said assignment or transfer shall not in any manner relieve Purchaser of the obligation of payment hereunder or the performance of his other covenants herein unless by written consent of the Seller. No such Assignment, however, shall be valid until written notice thereof has been given to Sellers.

9. The Seller reserves the right to convey his interest in the above described land and his conveyance hereof shall not be a cause for rescission.

The Seller may, during the lifetime of this contract, place a mortgage on the premises above described, which shall be a lien on the premises, superior to the rights of the Purchaser herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the contract, and provided that the aggregate payments of principal and interest, whether periodic or final required in any one month in such new or renewal mortgage shall not exceed those named in this contract, nor shall said new or renewal mortgage restrict the time of payments thereon to a date later than is provided for similar payments in this contract. To secure the priority of lien granted to a new or renewal mortgage as provided for in this paragraph, written notice shall be given to the Purchaser within fifteen (15) days of the execution of all such new mortgages and renewals containing the name and address of the mortgagee, the rate of interest of such mortgage, the amount and due date of payments and maturity of principal.

The Seller covenants that he will meet the payments of principal and interest as they mature on any mortgage now or hereafter placed upon the premises above described and produce evidence thereof to the Purchaser upon demand. In case the Seller shall default upon any such mortgage, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit on this contract to apply on the payments due or to become due hereon.

When the contract payments have reduced the amount due hereon to the amount of the mortgage indebtedness, thereafter the Purchaser shall be entitled to make payments due on this contract directly to the mortgagee for credit on such mortgage indebtedness, and the Purchaser shall be reimbursed for so doing by receiving, automatically, credit on this contract to apply on the payments due or to become due hereon.

10. In the event that evidence of title in the Seller, by abstract of title or title insurance, has been furnished the Purchaser current with the date of this contract, Purchaser agrees that except for costs resulting from acts, negligence, or death of the Seller, the cost of additional evidence of title shall be the obligation of the Purchaser.

11. Until endorsed on this contract to the contrary, each of the parties hereto agrees that notices required hereunder may be sent to:

Seller at 125 Banbury, Kalamazoo, Michigan.

Purchaser at 34 Center, St. Paul, Minnesota.

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively. Notice of intention to forfeit and notice of forfeiture of this contract shall be served as provided by law.

12. If more than one joins in the execution hereof as Seller or Purchaser, or either be of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

13. It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this contract and all stipulations and agreements herein contained shall apply to and bind the heirs executors, administrators, successors and assigns of the parties hereto.

14. Notwithstanding anything herein to the contrary Purchaser shall have full right and privilege to alter, demolish, change, improve or otherwise deal with all or any part of the property subject to this sale. The steel and aluminum tanks on the premises shall be removed with Purchaser's cooperation prior to January 6, 1970 or be deemed abandoned and ~~disposed of~~ Purchaser may at any time remove and relocate said tanks to enable Purchaser to fully use and enjoy the premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Executed by Seller in the presence of  
M. F. Langston, Jr. (L. S.)  
\*Martha H. Langston (L. S.)  
\*Lynn L. Harrison (L. S.)  
\*Frederick W. Harrison (L. S.)

Executed by Purchaser in the presence of  
Mary Ann Harrison (L. S.)  
\*The Minnesota Mining Manufacturing Company, (L. S.)  
BY: *Charles R. Sullivan* (L. S.)

STATE OF MICHIGAN, }  
COUNTY OF } ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, a Notary Public in and for said County, personally appeared

to me known to be the same person \_\_\_\_\_ described in and who executed the within instrument, who acknowledged the same to be \_\_\_\_\_ free act and deed.

\_\_\_\_\_, Notary Public,

My commission expires \_\_\_\_\_ 19\_\_\_\_, \_\_\_\_\_ County, Michigan.

**PURCHASER'S ASSIGNMENT OF LAND CONTRACT**

For a consideration of \_\_\_\_\_ Dollar and other good and valuable consideration, receipt of which is acknowledged, the undersigned Purchaser hereby sell \_\_\_\_\_, assign \_\_\_\_\_, and set \_\_\_\_\_ over to \_\_\_\_\_ the Assignee, whose residence address is \_\_\_\_\_, all \_\_\_\_\_ right, title and interest in a certain land contract dated \_\_\_\_\_ 19\_\_\_\_, executed between \_\_\_\_\_ as Seller, and \_\_\_\_\_ as Purchaser, for the sale of land situated in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, Michigan, subject to any restrictions upon the use of the same, and any and all other terms of said contract, and a balance owing upon said contract of \_\_\_\_\_ Dollars with interest from \_\_\_\_\_ at \_\_\_\_\_ per cent which the said Assignee \_\_\_\_\_ assume \_\_\_\_\_ and agree \_\_\_\_\_ to pay; and said Assignee ha \_\_\_\_\_ read all of said contract and agree \_\_\_\_\_ to perform the obligations of the Purchaser in said contract.  
Dated \_\_\_\_\_

IN PRESENCE OF

\_\_\_\_\_) \_\_\_\_\_ (L. S.)  
\_\_\_\_\_) \_\_\_\_\_ (L. S.)  
Purchaser.

The undersigned, the Assignee \_\_\_\_\_ in the above assignment do \_\_\_\_\_ hereby accept \_\_\_\_\_ the above assignment and do \_\_\_\_\_ hereby Covenant and Agree to perform the obligations of the Purchaser \_\_\_\_\_ in said Contract.  
Dated \_\_\_\_\_

IN PRESENCE OF

\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_) \_\_\_\_\_ Assignee.

NOTE. Extra copies of this form of Assignment, separate from Contract, may be obtained by ordering Blank No. 5049. This Blank is Sold by DOUBLEDAY BROS. & Co., KALAMAZOO, MICH.

WAS



ASSIGNMENT OF CONTRACT  
FOR SECONDARY SEWAGE TREATMENT

FOR VALUE RECEIVED, the undersigned, MARTHA H. LANGSTON and M. F. LANGSTON, JR., her husband, LYNN L. HARRISON, single, FREDERICK W. HARRISON and MARY NAN HARRISON, his wife, hereby assign and transfer unto MINNESOTA MINING AND MANUFACTURING COMPANY, its successors and assigns, all of their interest in that certain contract for Secondary Sewage Treatment dated the 17th day of July 1964 between the City of Kalamazoo, County of Kalamazoo, Michigan, and the Rex Paper Company, a Michigan Corporation.

In Testimony whereof, the said parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 1969.

\_\_\_\_\_  
Martha H. Langston

\_\_\_\_\_  
M. F. Langston, Jr.

\_\_\_\_\_  
Lynn L. Harrison

\_\_\_\_\_  
Frederick W. Harrison

\_\_\_\_\_  
Mary Nan Harrison

The undersigned, MINNESOTA MINING AND MANUFACTURING COMPANY, hereby accepts the foregoing assignment and agrees to indemnify and hold harmless MARTHA H. LANGSTON, M. F. LANGSTON, JR., LYNN L. HARRISON, FREDERICK W. HARRISON and MARY NAN HARRISON from any liability under said agreement arising at any time hereafter.

Dated: August 21, 1969

MINNESOTA MINING AND MANUFACTURING  
COMPANY  
By: Donald R. Guchai

627

CONFIDENTIAL

cc: J. T. King/C. E. Kiester - 42-2W  
J. E. Smith - 42-1W  
R. O. Laine - 220-124

Subject: Wastewater Treatment at  
Proposed Plant Site  
Kalamazoo, Michigan  
file:

August 27, 1969

TO: C. H. SCRIVER - REAL ESTATE DEPARTMENT - 42-5W

FROM: M. A. SANTORO - ENVIRONMENTAL AND CIVIL ENGINEERING - 42-2W

At your request, we have investigated the current status of the stipulation between the Rex Paper Company and the State of Michigan Water Resources Commission to protect the oxygen resources of the Kalamazoo River. In talking with a representative of the Commission, we have determined that the existing stipulation remains in effect until it is revoked by the Commission. The stipulation could be revoked by filing a request with the Commission. The Commission would probably grant such a request since the wastewater from our plant would be discharging into the city sewerage system for treatment and there would be no discharge from our plant into the River.

It is our suggestion that we do not request the Commission to revoke the stipulation. This will leave us with some flexibility in the event that we would generate a wastewater which could not be entirely handled by the City and which would have to be discharged to the River following adequate treatment by 3M. The only requirement is that the title of the stipulation be transferred from the Rex Paper Company to 3M Company. This stipulation could be incorporated in the purchase agreement as originally proposed by the Owner.

In reviewing the existing Contract for Secondary Sewage Treatment between Rex and the City of Kalamazoo, three additions should be included in the contract between 3M and the City. These are as follows:

1. The City has extended an 18 inch sewer to the plant site. This sewer has a capacity of approximately 3.2 MGD (million gallons per day). The new contract should guarantee that the City will accept this volume of wastewater from the 3M plant. If the City does not agree to this volume of flow, an amount acceptable to both the City and 3M should be negotiated and written into the contract.
2. The contract should include any limits that the City would deem necessary with respect to the total pounds of BOD per day that 3M would be allowed to discharge to the City sewer.

3. The city requires that the industrial plants which tie into the city sewer system provide primary treatment of their wastewater. If 3M begins operations in Kalamazoo, it will be necessary to rebuild the existing clarifier on the plant site and install sludge dewatering facilities. The dewatered sludge will require landfilling for final disposal. The city owns and operates a sludge disposal area approximately one mile west of this site. The new contract should include a provision which would allow 3M the use of this disposal area for disposal of our primary sludge. Based on the Hartford City operation with three machines in operation, the total amount of sludge generated at the plant would be approximately 2000 cubic feet per day with a concentration of about 20 percent solids.

The Commission on Water Resources has reported that the City is presently designing an incinerator for the waste sludges generated at the treatment plant. If the use of the sludge disposal area cannot be obtained, it may be feasible to contract the city to incinerate our waste primary sludge.

If you have any questions or need any more information, please contact us.



MAS:ve

STATE OF MICHIGAN  
WATER RESOURCES COMMISSION  
REX PAPER COMPANY STIPULATION

*J.F. Ling*  
*R.O. Laine*

66

PROTECT OXYGEN RESOURCES  
of the  
KALAMAZOO RIVER

WHEREAS, the Water Resources Commission, by resolution adopted on April 27, 1951, has established the pro rata shares of allowable use of Kalamazoo River for disposal of organic oxygen consuming wastes by paper companies in the Kalamazoo, Parchment, Plainwell, and Otsego area and a time schedule for performance of steps to be taken by the several companies to attain their respective pro rata shares; and

WHEREAS, the pro rata share of allowable use allocated to the Company and the performance time schedule sought by the Water Resources Commission are acceptable to the Rex Paper Company.

IT IS HEREBY STIPULATED AND AGREED by and between the Rex Paper Company, a Michigan Corporation, hereinafter referred to as the Company, and the Water Resources Commission of the State of Michigan, hereinafter referred to as the Commission, as follows:

The Company agrees that:

Commencing October 1, 1964 and continuing thereafter, it will:

a. Restrict the content of oxygen consuming substances, as measured by the 5-day biochemical oxygen demand, in all wastes discharged to the Kalamazoo River from its paper manufacturing operations to 1045 pounds daily or to such larger amount at such times as may be prescribed by the Chief Engineer of the Commission.

b. Continue to meet the requirements of the Final Order of Determination adopted by the Commission on October 24, 1951.

2. All facilities necessary to meet the terms of paragraph 1 (a) hereof will be designed, constructed and operated in accordance with the following schedule:
  - a. On or before July 1, 1961, where facilities are to be provided for treatment jointly with other companies or with a governmental unit, the Company will certify to the Commission that an engineering firm acceptable to all parties to the joint venture has been engaged with authority to proceed with the development of design for the project.
  - b. On or before February 1, 1962, where facilities are to be provided for treatment jointly with other companies or with a governmental unit, the Company will certify to the Commission that an engineering firm acceptable to all parties to the joint venture has been engaged with authority to proceed with the preparation of complete construction plans and specifications for the project.
  - c. On or before October 1, 1962, the Company will certify to the Commission that approval of construction plans for facilities, by which it will, acting either independently, jointly with other companies, or with a governmental unit, restrict its waste loading to 1045 pounds of 5-day biochemical oxygen demand per day, has been obtained from:
    - (1) The State Health Commissioner for the necessary facilities to treat mill wastes in combination with municipal sewage; or
    - (2) The Chief Engineer of the Commission for the necessary facilities to treat mill wastes independently or in combination with mill wastes of other companies.
  - d. On or before March 1, 1963, the Company will commence or cause to be commenced construction of the aforesaid facilities in accordance with the approved construction plans.
  - e. On or before September 1, 1964, the Company will complete or cause to be completed the construction of facilities in accordance with plans previously approved by the State Health Commissioner or the Chief Engineer of the Commission and will place said facilities in operation.

It is further mutually agreed that, in the event the Company fails to meet timely any provisions of this stipulation, the Commission may, following notice to the Company of such default, declare this

stipulation to be terminated and may enter without further Notice or Hearing a Final Order of Determination requiring compliance with the uncompleted terms of the stipulation.

REX PAPER COMPANY, a Michigan Corporation,  
subject to the attached Addendum

By *H. H. Kear*  
President

By *J. G. Russell*  
Secretary

WATER RESOURCES COMMISSION of the State of Michigan

By *W. J. D. [Signature]*  
Chairman

By *[Signature]*  
Executive Secretary

Signatures of the President and Secretary of the Rex Paper Company were authorized by action of the Board of Directors at a meeting held on June 19, 1961.

Signatures of the Chairman and Executive Secretary of the Water Resources Commission were authorized by action of the Commission at a meeting held on 26 July 61.

WHEREAS, the Michigan Water Resources Commission has requested the REX PAPER COMPANY to sign a Stipulation to protect the oxygen resources of the Kalamazoo River, which Stipulation requires REX PAPER COMPANY to do certain acts at various times ending on October 1, 1964, so that REX PAPER COMPANY will have facilities in operation at that time to the end that REX PAPER COMPANY will discharge wastes in the Kalamazoo River from its paper operation only to a specified limited amount; and

WHEREAS, the Michigan Water Resources Commission has asked other paper manufacturers using the Kalamazoo River in this area to similarly limit their waste discharge to the Kalamazoo River; and

WHEREAS, REX PAPER COMPANY is willing to attempt to comply with the requirements of said Stipulation provided that there are no changes of conditions, changes or lessening of requirements on other companies than now proposed, and REX PAPER COMPANY'S right of appeal from any final order of determination is not restricted;

NOW THEREFORE, be and it is hereby RESOLVED that the Officers of this corporation are authorized and directed to sign said Stipulation with the understanding, however, that said authorization and said Stipulation are not to be construed as requiring REX PAPER COMPANY to follow the requirements therein in the event that in the future there is any diminution of the general requirements of the Michigan Water Resources Commission against any or all of the other paper companies covered by similar Stipulations, or in the event that there is any substantial change of circumstances surrounding the use of the Kalamazoo River by any person; and with the further understanding that the signing of said Stipulation will not prevent REX PAPER COMPANY from appealing from any Order of Determination heretofore or hereafter made by the Michigan Water Resources Commission which the said REX PAPER COMPANY might otherwise have by reason of law; and

BE AND IT IS HEREBY FURTHER RESOLVED, that the officers of this corporation after signing said Stipulation as aforesaid, shall transmit the same to the Michigan Water Resources Commission on condition that the said Stipulation shall be limited to the authority hereinbefore granted to the officers of this corporation in this resolution."

CONTRACT FOR SECONDARY  
SEWAGE TREATMENT

AGREEMENT made this 17<sup>th</sup> day of July, 1964 between the  
CITY OF KALAMAZOO, County of Kalamazoo, Michigan (Hereinafter sometimes  
called the "City") and the REX PAPER COMPANY,  
a Michigan corporation (hereinafter sometimes called the "Company"):

WITNESSETH: /

WHEREAS, the City pursuant to authority granted to it by law,  
proposes to acquire and construct certain additions and improvements to the  
sanitary sewer system and sewage treatment facilities of the City in accordance  
with maps, plans and specifications therefor prepared by Jones, Henry and Williams,  
consulting engineers of Toledo, Ohio, which additions and improvements will con-  
sist of sewage treatment facilities which will provide secondary treatment and  
necessary sanitary sewers and other sewage facilities to permit connecting of  
certain industrial plants, including that of the Company, to the sanitary  
sewer system of the City for treatment and disposition of domestic and industrial  
liquid wastes (which additions and improvements are hereinafter sometimes  
referred to as the "Project"); and

WHEREAS, the City proposes to finance the acquisition and construction  
of said Project by the issuance of bonds of the City therefor; and

WHEREAS, said Project when constructed will furnish industrial liquid  
waste sewage treatment service to the properties and plant of the Company, as  
hereinafter more particularly described, and the Company will be a large user  
of the services furnished by said Project; and

WHEREAS, the City proposes to pay all of the cost of operating and  
maintaining the Project and all or part of the principal and interest require-  
ments on the bonds to be issued to defray the cost of said Project from rates  
and charges to be imposed upon the users of the Project and the sanitary sewer  
system of the City, including the Company;

NOW, THEREFORE, in consideration of the premises and undertakings  
of the parties hereto, IT IS AGREED AS follows:

1. The City will acquire and construct the Project in order to provide adequate sanitary sewage and industrial liquid waste treatment service to the Company for the industrial plant of the Company located on the lands located in Cooper Township described on Exhibit A attached hereto and made a part of this contract by this reference. The City agrees to accept the sanitary and industrial liquid wastes of the Company, subject to the conditions of this contract, and to provide for the Company such treatment thereof so as to meet the standards for pollution abatement of the Kalamazoo River as currently required of the Company by the Michigan Water Resources Commission. The City further agrees to comply as fully as possible with future pollution abatement orders or water pollution control standards legally imposed on the City or Company by any governmental agency, body or tribunal, and to make such capital, structural, or operational changes as may be necessary for the accomplishment thereof, subject to the provision of funds therefor on an equitable basis.

2. Upon completion of the acquisition and construction of the Project, or that portion thereof available for the use of the Company for its plant located on the property above described, the Company will connect said plant to the sewer or sewers available to it and will dispose of all of its sanitary and industrial liquid wastes, but only after primary treatment by the Company, exclusively through the sanitary sewer system of the City, to the extent herein provided, and will pay to the City the rates and charges herein-after specified or any revision thereof that may be made in the manner specified in this Agreement or as may be required by law. The Company agrees that it will dispose of its sanitary and industrial liquid wastes only through the sewer system of the City in the manner and subject to the provisions of this Agreement, and that except for primary treatment facilities and such facilities as may be required by Paragraph 9 of this Agreement, it will not acquire, own or operate any sewage or industrial liquid waste treatment facilities, or dispose of its sewage or industrial liquid wastes through treatment facilities of any other person, corporation or agency, public or private so long as the City is ready willing and able to comply with valid present or future orders or standards imposed on the City or Company by any governmental agency, body or tribunal. The Company agrees to exclude from the system, in so far as is practicable, all unpolluted waters.

3. The rates to be charged to the Company for sanitary and industrial liquid waste service provided to its plant on the property above described shall be as follows:

A. To defray its share of the waste collection system the sum of <sup>31</sup>~~twenty-three~~ cents (<sup>74 1/2</sup>~~31~~ <sup>cents</sup>) per thousand cubic feet of sewage. *FL 11.00 / annual*

B. To defray its share of the waste treatment facilities the following charges:

- 18¢* a. ~~12¢~~ per thousand cubic feet; *B 24.00 / annual*
- 54¢* b. ~~40¢~~ per 100 pounds of Biochemical Oxygen Demand;
- 27¢* c. ~~20¢~~ per 100 pounds of suspended solids.

C. In addition to the foregoing charges, so long as the plant of the Company receiving sewer service under the provisions of this Agreement remains outside the corporate limits of the City, an additional charge of \$2.00 for each \$1,000 of State-equalized valuation shall be paid per year. For purposes of this subparagraph, the State-equalized valuation of the plant shall be deemed to be the State-equalized valuation of the real estate described in Paragraph 1 hereof, plus the State-equalized valuation of all personal property located in said plant or on said property described in Paragraph 1, hereof. The payment provided for in this subsection (3. C.) may be used by the City for any municipal purpose.

4. The rate established in sub section 3. B. c. for sewage treatment facilities attributable to suspended solids, contemplates the dewatering and disposal of the resulting sludge onto lands reasonably close to the present treatment plant of the City. In the event that this method of sludge disposal cannot be utilized, it is understood and agreed that an alternate method of sludge disposition will be provided, and the suspended solids rate will be adjusted uniformly and equitably to all industrial participants.

5. The rates set forth in Paragraph 3. A. and 3. B. above shall not be increased prior to July 1, 1968 except as such increase may be required by paragraph 4 above or by Act 94 of 1933 as amended (Revenue Bond Act) or

any subsequent Act relating to the issuance of revenue bonds. Said rates shall be reviewed by the City no later than July 1, 1968 and at the option of the City or the Company, upon written notice to the other party, may be reviewed at anytime but not more frequently than once in every twenty-four (24) months period thereafter. Any revision in said rates, until such time as major plant additions or alterations may be required, shall be applied uniformly and equitably to all participants, and shall be for the purpose of maintaining adequate funds to the extent necessary and required to cover the expense of amortization of the cost of the waste collection and treatment facilities provided hereunder, including the establishment of such reserves as may be required for payment of the bonds issued for the Project, and for the operation, maintenance, depreciation and reasonable expansion thereof. For purpose of rate making under this contract, until such a time as major additions or alterations of the facilities may be required, the amount to be provided for expansion shall be limited to 5% of the prior year's gross revenue of the system from all sources. The rate set forth in paragraph 3. A., or any revision thereof, shall be applied on an equitable basis taking into consideration the cost of construction and expense of operation of that portion of the Waste Collection system utilized by each industrial user from time to time. The rates set forth in paragraph 3. B., or any revision thereof, shall be applied uniformly to all of the users of the waste treatment facilities herein provided. In the event that the City finds it necessary or desirable to change one or more of said rates, the City shall submit to the Company in writing not less than sixty days prior to the effective date of the proposed change (by registered or certified mail prepaid to the office of the Company in Kalamazoo County) a statement of the proposed rate changes and a brief summary of the basis and reasons therefor. Such proposed rate change shall become effective at the expiration of said sixty (60) day notice period, unless the Company requests a hearing and review of the proposed changes before the City Manager or his delegate, not later than forty-five (45) days following receipt of notification of the proposed changes as hereinbefore described, and said hearing shall be held and conducted with reasonable dispatch. In the event that the Company requests a review, it shall do so by notice in writing (by registered or certified mail prepaid) to the City giving the basis and reasons for such request, and the City Manager or his delegate shall hold and conduct a hearing thereon with reasonable dispatch. The City and Company shall

negotiate in good faith to resolve any differences in accordance with sound and accepted municipal utility practice and procedures. In the absence of agreement, any revised rate or denial of revision shall be determined by the City Commission with reasonable dispatch and the reasonableness and necessity of any such determination shall be subject to review and redetermination by Kalamazoo County Circuit Court without a jury upon petition of the Company, filed within fifteen (15) days from the date of any such determination.

6. The total charges will be the sum of the individual charges as computed on the basis of the total monthly volume and strengths of wastes actually received into the sewer system of the City as set forth in Paragraph 3 of this Agreement. The City shall cause the sanitary and industrial wastes of the Company to be measured as to volume by meters, which shall be installed by the City at a point which will permit an accurate reading of the volume of sanitary and industrial wastes entering the system of the City from the Company. The strengths of the sanitary and industrial wastes shall be measured by appropriate continuous sampling devices at times and at places to be selected by the City and acceptable to the Company, said sampling devices to be developed by the City. The charges set forth in Paragraph 3. A and 3. B. hereof shall be billed monthly based on the determinations of the measuring devices of the City at the rates set forth above. A copy of the monthly flow and waste strength data, as used in determining the charges, shall accompany the bill. The charge provided by Paragraph 3. C. will be billed to the Company and shall be payable annually within thirty (30) days after the State-equalized valuation of the governmental unit in which the plant of the Company is located is reasonably ascertainable, subject to revision when the State-equalized valuation has been finally established for any particular year. The first monthly billing of the charges set forth in Paragraph 3. A. and 3. B. hereof shall be billed at the end of the first complete month after the plant of the Company located on the above described property is connected to the system. Said billing shall be for the charges for the preceding month, plus a sum equal to the number of days (if any) in the second preceding month that the said premises were connected to the sewer system of the City, divided by thirty (30) and multiplied by the charges for the immediately preceding month. The first billing for the charges provided by Paragraph 3. C. hereof shall be billed pro rata for the calendar year in which operations commence, and service is being provided to the Company.

7. Measuring, sampling and testing will be conducted in such a fashion so as to fairly reflect the amounts and characteristics of the wastes being discharged into the system, in accordance with uniform procedures as may be specified from time to time in Standard Methods as published jointly by the American Public Health Association, the American Water Works Association, and the Water Pollution Control Federation. The Company may sample and test its wastes independently of the City, and should the results differ materially from those of the City, the Company may elect to have the sampling and testing procedures of the City reviewed by a professional engineering firm or appropriate state or federal agency as selected by the City and the Company. The cost of such review shall be borne by the Company, unless such review demonstrates that the results of the City's procedures have been materially inaccurate, in which case the cost of such review shall be shared equally. Adjustments shall be made in accordance with such findings.

8. The foregoing charges shall be due and payable by the Company to the City within twenty (20) days from the date billed. A penalty of five per cent (5%) of the sum due and owing shall be added to any billing not paid by the due date. So long as the premises of the Company receiving service pursuant to this Agreement remains outside the corporate limits of the City, the charges for service, as such services are from time to time provided, shall constitute a lien on the property of the Company above described of the same type and character as provided for water and sewer charges by the provisions of Section 21 of Act 94, Public Acts of Michigan, 1933, as amended, and it is agreed that said lien may be foreclosed by the City in the same manner that mechanic's liens are foreclosed under the provisions of the laws of the State of Michigan.

9. The Company agrees that it will continue to provide, maintain and operate primary treatment facilities in accordance with good practice, and will provide primary treatment therein for all of the Company's industrial wastes before discharging them into the sewer system of the City and that it will not discharge its industrial wastes into the sewer system of the City until

after providing such primary treatment, unless specific written permission from the City is given therefor by the City Manager. The parties hereto further agree that if at any time the wastes discharged by the Company into the sewer system of the City shall contain any material that is unduly harmful to the structures, equipment or to the sewage treatment processes, or cannot be treated to comply with valid present or future orders or standards imposed on the Company or the City by any governmental agency, body or tribunal, the Company shall at its own expense promptly eliminate such harmful material or untreatable wastes from the wastes discharged into the sewer system or shall provide and operate at the Company's sole expense such pre-treatment or other facilities as will eliminate the harmful effects to the satisfaction of the City. The Company agrees that it will assume all liability for any discharge of its wastes into the system which materially damage said system beyond normal wear and tear and which damage is a direct result of harmful wastes not contemplated to be treated hereunder or which materially disrupt the normal waste treatment processes of the system. The Company further agrees it will save the City harmless for any of its wastes that are not discharged into the sewer system of the City so long as the City is ready, willing and able to comply with the valid present or future orders imposed on the Company or the City by any governmental agency, body or tribunal. The City may prohibit the Company from disposing into the City's system wastes containing material that is unduly harmful or cannot be treated as aforesaid and in such event, or in the event the Company disposes of acceptable wastes by means other than the sewer system of the City, the Company nevertheless shall continue to pay the rates and charges provided in this agreement for acceptable wastes based on the quantity of acceptable wastes discharged during the last month during which all acceptable wastes of the Company were disposed of through the sewer system of the City. The City shall be the sole judge of whether the wastes of the Company are unduly harmful or cannot be treated as aforesaid, subject however to review and redetermination by a professional engineer to be selected as set forth in Paragraph 7.

10. The Company agrees that it will furnish to the City at no cost to the City in mutually acceptable locations all of the necessary easements, rights of way, and interests in lands necessary for the acquisition,

construction, operation, repair and maintenance of the collection system portion of the Project and the sanitary sewer system of the City and for the installation of necessary measuring and sampling devices to compute the charges due by the Company to the City pursuant to this Agreement, and the Company agrees that authorized personnel of the City may make such entry onto the lands of the Company as may be necessary to permit the necessary measuring and sampling of the wastes of the Company discharged into the sanitary sewer system of the City and for all other necessary purposes in connection with the acquisition, construction, operation, repair and maintenance of the Project and the sanitary sewer system of the City.

11. This Agreement shall be effective only in the event that the Rex Paper Company, the Kalamazoo Paper Company, the National Gypsum Company, the Upjohn Company, the Hawthorne Paper Company and the K.V.P.-Sutherland Paper Company (Sutherland Divisions 1, 4 and 7) execute agreements on substantially similar terms and conditions providing for the disposal of their sanitary and industrial sewer wastes through the sanitary sewer system and sewage treatment facilities of the City. The City shall give notice that such agreements have been executed by all of said companies by causing written notice thereof to be served by registered mail on the Company at its registered office. If such agreements are not executed by and between the City and each of the foregoing companies by August 1, 1964, this Agreement shall be null and void.

12. In the event that the City is unable for any reason whatsoever to issue, sell and deliver to the purchaser thereof a bond issue of the City by March 31, 1965, in an amount necessary to acquire and construct the Project, this Agreement shall be null and void.

13. This Agreement shall be binding upon the parties hereto for a period of thirty (30) years from the date hereof, with automatic renewal for additional five (5) year periods unless written notice of termination thereof <sup>1994</sup> is served by either party hereto upon the other party not less than six (6) months prior to the renewal date.

14. This contract, and any addenda hereto executed by the parties, constitutes the entire agreement of the parties, and no modifications, alterations or additions thereto shall be binding upon the parties unless in writing and executed by duly authorized officials of both parties.

15. This Agreement is hereby declared to be binding upon the respective successors and assigns of the Company and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers and their seals to be affixed the day and year first above written.

WITNESS:

CITY OF KALAMAZOO

By Raymond L. Hightower  
Its Mayor

(SEAL)

Alice Stuart

And Marie G. Karski  
Its Clerk

Manda A. Sackett

REMPAPER COMPANY,  
a Michigan corporation

(SEAL)

By H. O. DeLmann  
Its President

Patricia E. Hutchins

And Robert A. Huston  
Its Secretary

Richard J. Moore

REX PAPER COMPANY

ADDENDA TO CONTRACT FOR  
SECONDARY SEWAGE TREATMENT  
DATED 27 July, 1964

- Addendum 1: The word "industrial" on the last line of Paragraph 4 (page 3) of this contract is hereby deleted.
- Addendum 2: For the thirty (30) year base period of this contract, but not thereafter, a monthly credit of twenty six thousand one hundred twenty five (26,125) pounds of Biochemical Oxygen Demand shall be allowed the Company on the monthly charges as provided for in Paragraph 3. B. b. of this contract.
- Addendum 3: Whereas the Company's lands as delineated in Exhibit "A" are presently located within the confines of the separate and distinct political subdivisions of Comstock Township and of Kalamazoo Township and outside of the corporate limits of the City, the City agrees to take cognizance of this fact and of the existence of this contract in the event that the City enters into agreements with either Comstock Township or Kalamazoo Township relative to the provision of sewerage service thereto. In any such Agreement with Comstock Township or Kalamazoo Township the City will protect the Company from possible duplication of the charges to be paid to the City as set forth herein in Paragraph 3 for sewerage service as provided under this contract.

WITNESS:

(SEAL)

Alice Stuart  
Nanda A. Sackett

CITY OF KALAMAZOO

By Raymond L. Hightower  
Its Mayor

And Mariusz Sleski  
Its Clerk

REX PAPER COMPANY

(SEAL)  
Richard J. Moore

Patricia E. Vertineau

By W. A. A. Toman  
Its President

And Robert A. Huston  
Its Secretary

EXHIBIT A

CONTRACT FOR SECONDARY SEWAGE TREATMENT

Dated 19<sup>th</sup> July, 1964

(Rex Paper Company)

Properties of the Rex Paper Company within Comstock Township as located within:

The south half (S.  $\frac{1}{2}$ ) of the southwest quarter (SW  $\frac{1}{4}$ ) of Section eighteen (Sec. 18) Town two South (T.2 S.) Range ten West (R. 10 W.); and within the North half (N.  $\frac{1}{2}$ ) of the northwest quarter (NW  $\frac{1}{4}$ ) of Section nineteen (Sec. 19) Town two South (T.2 S.) Range ten West (R. 10 W.) in the County of Kalamazoo, Michigan,

Also those properties of the Rex Paper Company within:

The northeast quarter (NE  $\frac{1}{4}$ ) of the northeast quarter (NE  $\frac{1}{4}$ ) of Section twenty four (Sec. 24) Town two South (T.2 S.) Range eleven West (R. 11 W.) Township and County of Kalamazoo, Michigan.

ASSIGNMENT OF CONTRACT  
FOR SECONDARY SEWAGE TREATMENT

FOR VALUE RECEIVED, the undersigned, MARTHA H. LANGSTON and M. F. LANGSTON, JR., her husband, LYNN L. HARRISON, single, FREDERICK W. HARRISON and MARY NAN HARRISON, his wife, hereby assign and transfer unto MINNESOTA MINING AND MANUFACTURING COMPANY, its successors and assigns, all of their interest in that certain contract for Secondary Sewage Treatment dated the 17th day of July 1964 between the City of Kalamazoo, County of Kalamazoo, Michigan, and the Rex Paper Company, a Michigan Corporation.

In Testimony whereof, the said parties hereunto set their hands this 6<sup>th</sup> day of October 1969.

✓ Martha H. Langston by Edward J. Gammill atty in fact  
Martha H. Langston

✓ M. F. Langston, Jr. by Edward J. Gammill atty in fact  
M. F. Langston, Jr.

✓ Lynn L. Harrison by Edward J. Gammill atty in fact  
Lynn L. Harrison

✓ Frederick W. Harrison  
Frederick W. Harrison

✓ Mary Nan Harrison  
Mary Nan Harrison

The undersigned, MINNESOTA MINING AND MANUFACTURING COMPANY, hereby accepts the foregoing assignment and agrees to indemnify and hold harmless MARTHA H. LANGSTON, M. F. LANGSTON, JR., LYNN L. HARRISON, FREDERICK W. HARRISON and MARY NAN HARRISON from any liability under said agreement arising at any time hereafter.

Dated: August 21, 1969  
MINNESOTA MINING AND MANUFACTURING COMPANY  
By: Donald R. Guthrie  
Vice President

\*\*\*\*\*  
MARTHA H. LANGSTON, et als.  
to  
MINNESOTA MINING AND MANUFACTURING  
COMPANY  
\*\*\*\*\*

ASSIGNMENT OF AGREEMENT OF  
JUNE 19, 1961 WITH  
MICHIGAN WATER RESOURCES COMMISSION

FOR A VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged,  
MARTHA H. LANGSTON, LYNN L. HARRISON and FREDERICK H. HARRISON hereby assign all  
their interest under a certain Agreement dated June 19, 1961 between REX PAPER  
COMPANY and the STATE OF MICHIGAN WATER RESOURCES COMMISSION to MINNESOTA MINING  
AND MANUFACTURING COMPANY.

Dated: October 6 1969

Martha H. Langston by Edward P. Rowland  
Martha H. Langston City of Detroit  
Lynn L. Harrison by Edward P. Rowland  
Lynn L. Harrison City of Detroit  
Frederick W. Harrison  
Frederick W. Harrison  
X Mary Jane Harrison

The undersigned, MINNESOTA MINING AND MANUFACTURING COMPANY hereby accepts  
the foregoing assignment and assumes all liabilities and obligations heretofore  
assumed by REX PAPER COMPANY after the date hereof.

Dated: October 6 1969

MINNESOTA MINING AND MANUFACTURING COMPANY

By \_\_\_\_\_

Its \_\_\_\_\_

757

LIBER 846 PG 101

WARRANTY DEED

F19-4  
F19-2 } 110.5377  
F19-132

This Indenture, Made this 7th day of January,  
1970 between MARTHA H. LANGSTON and M.F. LANGSTON, JR., her  
husband, LYNN L. HARRISON, a single woman, FREDERICK H. HARRISON  
and MARY NAN HARRISON, his wife, of 125 Banbury, Kalamazoo,  
Michigan, of the first part, and, MINNESOTA MINING AND MANUFACTURING  
COMPANY, a Delaware Corporation of 3-M Center, St. Paul, Minnesota,

WITNESSETH, that the said party of the first part, for and  
in consideration of Two Hundred Thousand Dollars (\$200,000.00),  
to him in hand paid by the said party of the second part, the  
receipt whereof is hereby confessed and acknowledged, does By  
these presents, grant, bargain, sell, remise, release, alien  
and confirm unto the said party of the second part, its successors  
and assigns, FOREVER, all that certain piece or parcel of land  
situate and being in the Township of Comstock, County of Kalamazoo,  
Michigan, and described as follows, to-wit:

REGISTERED  
FOR  
RECORD

STATE OF MICHIGAN  
COUNTY OF KALAMAZOO  
RECORDS  
JAN 9 4 32 PM '70

(See attached sheet)

Together with all and singular the hereditaments and appurtenances  
thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD  
the said premises, as herein described, with the appurtenances, unto  
the said party of the second party and to its successors and assigns,  
FOREVER. And the said party of the first part, for himself, his  
heirs, executors and administrators, does covenant, grant, bargain  
and agree to and with the said party of the second part, its  
successors and assigns, that at the time of the delivery of these  
presents he is well seized of the above granted premises in fee  
simple; that they are free from all incumbrances whatever, and  
that he will, and his heirs, executors, and administrators shall  
WARRANT AND DEFEND the same against all lawful claims whatsoever,

When applicable, pronouns and relative words shall be read as  
plural, feminine or neuter.

IN WITNESS WHEREOF, The said party of the first part has  
hereunto set his had the day and year first above written.

Signed, and Delivered in Presence of:

Anita K. Seiler  
Anita K. Seiler

Alfred J. Gemrich  
Alfred J. Gemrich

Frederick H. Harrison  
Frederick H. Harrison

Mary Nan Harrison  
Mary Nan Harrison

STATE OF MICHIGAN )  
COUNTY OF KALAMAZOO ) ss

On January 6, 1970, before me, a Notary Public, in and for said County, personally appeared FREDERICK H. HARRISON and MARY NAN HARRISON to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

Anita K. Hiddema (now Seiler)  
Anita K. Hiddema (now Seiler)  
Notary Public  
Kalamazoo County, Michigan  
My Commission expires: July 25, 1972

Signed, and Delivered in Presence of:

Joyce E. Sutfin  
Joyce E. Sutfin

Anita K. Seiler  
Anita K. Seiler

Martha H. Langston, by Alfred J. Gemrich  
Martha H. Langston, by Alfred J. Gemrich, Attorney In Fact

M. F. Langston, Jr. by Alfred J. Gemrich  
M. F. Langston, Jr. by Alfred J. Gemrich, Attorney In Fact

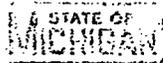
Lynn Harrison, by Alfred J. Gemrich  
Lynn Harrison, by Alfred J. Gemrich, attorney in fact

STATE OF MICHIGAN )  
COUNTY OF KALAMAZOO ) ss

On January 7, 1970, before me, a Notary Public, in and for said County, personally appeared ALFRED J. GEMRICH, Attorney In Fact for Martha H. Langston, M. F. Langston, Jr. and Lynn Harrison, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be the free act and deed of Martha H. Langston, M. F. Langston, Jr. and Lynn Harrison.

Anita K. Hiddema (now Seiler)  
Anita K. Hiddema (now Seiler)  
Notary Public  
Kalamazoo County, Michigan  
My Commission expires: July 25, 1972

This instrument prepared by Alfred J. Gemrich 222 South Westnedge Avenue Kalamazoo, Michigan



STATE OF MICHIGAN TAXATION JAN-970



220.00

BB.10594

New York Central Railroad), said point being the place of beginning; thence continuing South  $00^{\circ} 06' 30''$  West along the West line of said Section 19 a distance of 640 feet, more or less, to the Northerly bank of the Kalamazoo River; thence Easterly and Northerly along the Northerly and Westerly bank of the Kalamazoo River a distance of 2,200 feet, more or less, to a point on the South right-of-way line of Michigan State Highway M-96, said point is 2,027.98 feet easterly, as measured along the South right-of-way line of said State Highway, from the West line of said Section 19; thence North  $46^{\circ} 29' 45''$  East 118.70 feet to the centerline of said State Highway; thence North  $20^{\circ} 07' 00''$  East 109.84 feet to a point on the North right-of-way line of said State Highway, said point is 2,151.93 feet easterly, as measured along the North right-of-way line of said State Highway, from the West line of said Section 19; thence continuing along the Westerly bank of the Old Channel of the Kalamazoo River, along the two following courses and distances, being the approximate Westerly bank of the Old Channel of the Kalamazoo River, North  $20^{\circ} 07' 00''$  East a distance of 574.61 feet and North  $61^{\circ} 53' 30''$  East a distance of 154.48 feet, to a point on a line parallel with and 33.00 feet westerly, as measured along a projection of the last described course, from the North and South quarter line of said Section 18; thence North  $00^{\circ} 02' 00''$  West 76.00 feet; thence North  $72^{\circ} 06' 30''$  West 168.00 feet to a point 120.00 feet Southerly of the South right-of-way line of East Michigan Avenue (formerly known as Territorial Road); thence South  $00^{\circ} 02' 00''$  East 54.00 feet to an iron pipe marking the north margin of a ditch; thence North  $62^{\circ} 08' 30''$  West along the north margin of said ditch 205.00 feet to the Westerly line of the land as described in the deed recorded in Liber 134 of Deeds on Page 390, Kalamazoo County Records; thence North  $00^{\circ} 02' 00''$  West along said Westerly line 114.29 feet to the South right-of-way line of the Penn Central Railroad; thence 1051.96 feet along the arc of a curve to the left along the South line of said Railroad right-of-way with a radius of 3,660.34 feet and a chord bearing South  $79^{\circ} 36' 30''$  West 1,048.34 feet; thence continuing along the South line of said railroad right-of-way South  $71^{\circ} 22' 30''$  West 187.00 feet; thence continuing along the South line of said Railroad right-of-way 958.85 feet along the arc of a curve to the right with a radius of 6,541.15 feet and a chord bearing South  $75^{\circ} 34' 25''$  West 957.92 feet to the place of beginning, except that portion of said Section 19 conveyed to the Board of County Road Commissioners of Kalamazoo County, Michigan by deed recorded in Liber 820 of Deeds on Page 1, Kalamazoo County Records. Together with the easements reserved by the Rex Paper Company and by Merrill B. King and Mrs. Dorothy Creamer, brother and sister, in those certain documents recorded in Liber 271 of Deeds, Page 552 and in Liber 271 of Deeds, Page 549, respectively, Kalamazoo County Records. Subject to the rights of the public over and across Michigan State Highway M-96 for highway purposes 175.00 feet wide. Subject to the sanitary sewer line as described in Liber 811 of Deeds, Page 124, Kalamazoo County Records. Subject to the rights of the public in the ditch in the Northeast Corner of Parcel #2.

EXHIBIT ALegal Description of Land - Kalamazoo, MichiganParcel #1

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian, Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Southwest corner of Section 18, Township 2 South, Range 10 West of the Michigan Meridian; thence South 89° 31' 45" East 346.28 feet along the South line of said Section 18 to the North right-of-way line of the Penn Central Company Railroad (formerly Michigan Central or New York Central Railroad); thence 67.14 feet along the arc of a curve to the left along the North line of said railroad right-of-way with a radius of 6,441.15 feet and a chord bearing North 76° 05' 56" East 67.12 feet to the place of beginning; thence continuing along the North line of said railroad right-of-way 504.64 feet along the arc of a curve to the left with a radius of 6,441.15 feet and a chord bearing North 73° 37' 10" East 504.50 feet; thence continuing along the North line of said railroad right-of-way North 71° 22' 30" East 187.00 feet; thence continuing along the North line of said railroad right-of-way 116.64 feet along the arc of a curve to the right with a radius of 3,760.34 feet and a chord bearing North 72° 15' 50" East 116.63 feet to the East line of the West half of the Southwest Fractional quarter of said Section 18; thence North 00° 00' 30" East 33.77 feet along said East line to the centerline of East Michigan Avenue (formerly known as Territorial Road); thence South 80° 37' 15" West along the centerline of East Michigan Avenue 774.73 feet; thence South 03° 07' 05" West 145.24 feet to the place of beginning.

Subject to the rights of the public over the Northerly 33.00 feet of the above described parcel for road purposes. Subject to that certain easement dated November 18, 1960 and recorded June 1, 1961 in Liber 781 Deeds on Page 405 running in favor of Consumers Power Company, a Maine Corporation to erect, lay and maintain lines consisting of poles, wires, etc. for the purpose of distributing electricity.

Parcel #2

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian and in the Northwest quarter of Section 19, Township 2 South, Range 10 West of the Michigan Meridian, all in the Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Northwest corner of Section 19, Township 2 South, Range 10 West of the Michigan Meridian; thence South 00° 06' 30" West along the West line of said Section 19 a distance of 177.86 feet to the South right-of-way line of the Penn Central Company Railroad, (formerly Michigan Central or



REQUEST FOR CHECK

FORM 348-Q-3 (8-68)

IF AN INVOICE BILLING 3M IS AVAILABLE, DO NOT USE THIS FORM. APPROVE ON FACE OF INVOICE.

DATE March 19, 1970

ACCOUNTS PAYABLE DEPARTMENT

Issue Check

Payable to Fox, Thompson & Morris

Amount \$ 537.41

Lawyers

Address 1007 American National Bank Building

Kalamazoo, Michigan 49006

Identification of Payment for payee. (copy to be sent with check)

**Your statement dated March 16, 1970**

Additional Information For 3M RECORDS (will not be shown on check)

Legal services and expenses in connection with the acquisition of real and personal property in Kalamazoo, Michigan.

cc: S. D. Chisholm

SPECIAL HANDLING INSTRUCTIONS: IN THE ABSENCE OF SUCH INSTRUCTIONS CHECK WILL BE MAILED DIRECTLY TO PAYEE AT ADDRESS SHOWN.

Please return check to R. O. Laine, Office of General Counsel 220-2E

VOUCHER NO. 1-8 ALL CARDS										PLEASE FILL IN "DATE DUE" AND INDICATE THE ACCOUNT TO BE CHARGED. A MINIMUM OF 48 HOURS FROM DATE RECEIVED IS REQUIRED FOR NORMAL ACCOUNTS PAYABLE PROCESSING. "RUSH" CHECKS REQUIRE MANUAL PREPARATION AND SHOULD BE AVOIDED.									
CARD 7	CODE 8	VENDOR NO. 9-14			PUR. ORDER NO. 15-20	INV. NO. 21-27	INV. DATE 28-31	DATE DUE 32-35	CHECK NO. 40-45	% 51-53	GROSS AMOUNT 54-62	DISC. AMT 63-65							
1								ASAP			537.41								
CARD 7	MOB-9	CONT 10	MAIN 11-14	SUB 15-17	CLASS/PROJ/JOB 18-25			C/D 26-30	AMOUNT 54-62	REQUESTED BY									
6			9915		7	8	6	3	00	0	1	537.41	R. O. Laine 220-12E						
6													APPROVED BY						
6													T. O. Lyons 220-12E						
6													ACCOUNTS PAYABLE						
6																			
VENDOR NAME 8-34				VENDOR ADDRESS 35-57				VENDOR CITY & STATE 58-78											
8	[REDACTED]				[REDACTED]				[REDACTED]										
9	[REDACTED]				[REDACTED]				[REDACTED]										

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

1 2 3 4 5 6 7 8 9 10 11 12

2/10  
Interoffice Correspondence

3M

Subject: Park Proposal  
Kalamazoo, Michigan

cc: W. G. Bretson 220-11W  
R. W. Brust 220-13W  
J. C. Custer 220-11W  
D. R. Guthrie 220-14E  
R. O. Laine 220-12E  
W. J. Langlois 220-13W  
H. E. Lindow 42-5W  
J. W. Stoker 42-5W

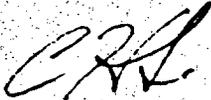
May 8, 1970

TO: J. E. SMITH - DIVISION ENGINEERING - 42 - 1W  
FROM: C. H. SCRIVER - REAL ESTATE DEPARTMENT - 42 - 5W

Enclosed is a second newsclipping sent to me by Consumers Power Company regarding a proposed park along the Kalamazoo River in Comstock and Kalamazoo townships. 3M Company land is shown where the highway symbol 96 appears on the sketch.

On May 4 I talked with Mr. Don Arnott, who is the County Parks Director, and he indicates that this is only a proposal which was to be brought up before their meeting the next day. He told me that he would mail me copies of further recommendations as they developed.

Please advise me if you have any thoughts on this matter.

  
CHS/kh

Enclosure

## Between River And King Highway

# County To Consider Creating New Park

By LANE WICK  
Gazette Staff Writer

County Commissioners Tuesday are scheduled to discuss the possibility of having a park created along King Highway and the Kalamazoo River east of Kalamazoo.

The proposal, by the commissioner's Physical Resources Committee, is expected to be in the form of a suggestion that the State of Michigan develop the nearly two-mile-long strip into a riverside picnic area.

The area is a series of peninsulas of land jutting out into the river south of King Highway from near Comstock west to the BL-94, King Highway intersection.

During high-water times in the Spring, some of these areas are flooded by the river.

But it is that very fact that promoters of the park plan point to as being a "plus-factor" in putting a park there.

Main advocate of investigating the park possibility among county commissioners is Physical Resources Committee Chairman Claude T. Schuring, of Portage.

Schuring said recently that, since

announcement of the proposal two weeks ago, he has not heard any opposition to the prospect.

Schuring said the land — much of which is owned by the state highway department — is not much good for anything else because of the seasonal flooding. But as parkland, he said, it could serve a useful purpose most of the year.

Use of the two-mile strip as parkland would fit in well with the county's comprehensive plan, currently being finalized. That plan will call for much of the riverside area along the Kalamazoo River to be used for park and recreation purposes.

The commissioners will meet Tuesday at 7:30 p.m. in their third-floor meeting room of the County Building.

Any move to make a picnic area along the King Highway stretch would not be the first such use of parts of that land.

According to a former Michigan State Highway Department official, the state at one time had a roadside park along the highway on the river. He said there were picnic tables, fireplaces, and a well there, but vandalism over several

years caused the abandonment of the picnic area by the state.

But flooding, the highway official said, was not a serious problem, there as it normally occurred early in the year before the picnic season.

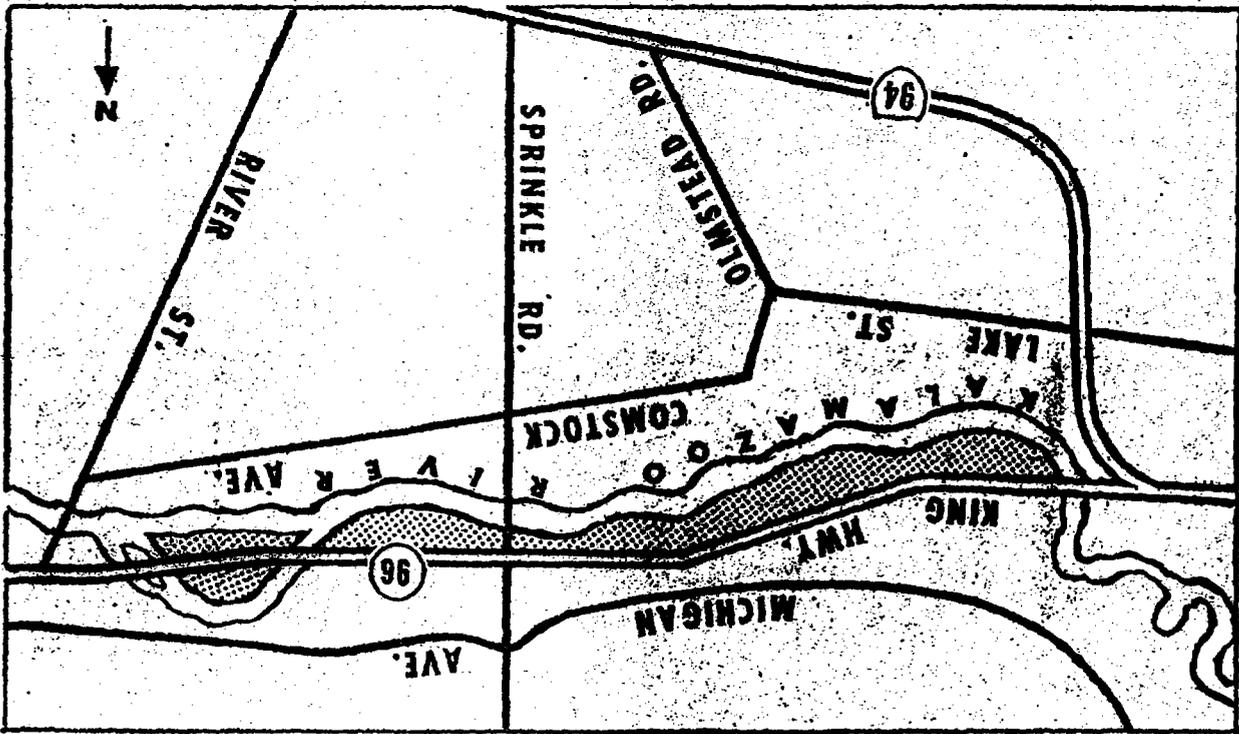
At present, Schuring is considering recommending to the commissioners that they seek to encourage the State Department of Natural Resources to develop the area through funds from the \$100 million recreation bond issue.

Whether the county could, or would, contribute to building the park, or to its maintenance, would have to be determined in the future.

The strip of land lies partly in Kalamazoo Township and partly in Comstock Township. The supervisors of each of those townships said they felt the park might be a good idea, though Kalamazoo Township Supervisor Paul Moffitt said he would caution against extending the park across King Highway onto what may become valuable industrial land.

County Parks and Recreation Director Donald Arnott said he felt the proposal was "a logical use of land which might not have much other usage."

GENERAL OUTLINE OF PROPOSED PARK ALONG KING HIGHWAY  
County Commissioners Will Talk About the Plan At Their Tuesday Meeting



Executive Committee  
October 25, 1971

SALE OF KALAMAZOO, MICHIGAN PROPERTY

cc: (Mr. W. G. Bretson also present)

*H. L. ... G. C. ... E. W. ...*

A proposal was presented to dispose of the Kalamazoo, Michigan plant and property. This property was purchased for the Paper Products Division in 1969 in anticipation that it would be used to produce ACTION Paper. The Paper Products Division has since purchased the Nekoosa, Wisconsin facility and no longer needs the Kalamazoo property.

American Lava Corporation has recently become involved in the production of ceramic cores for automobile mufflers and may need a paper producing facility. It was requested that before final approval of this sale, that the Executive Committee review the Kalamazoo proposal.

Following a discussion, and upon motion by Mr. Herzog, seconded by Mr. Guthrie, the following resolution was unanimously adopted:

RESOLVED, That the Executive Committee recommends the following resolution to the Board of Directors for their adoption:

X  
RESOLVED, That the Kalamazoo, Michigan, plant and property, including approximately 44 acres of land, shall be offered on the market for \$500,000 with a stipulation that no sale of the property be made without the further approval of the Executive Committee.

Upon Motion duly made by Dr. Cazzaniga and seconded by Mr. Guthrie, the following resolution, recommended by the Executive Committee, was unanimously adopted.

Sale of Kalamazoo, Michigan Property

RESOLVED, That the action taken by the Executive Committee on October 25, 1971, whereby they authorized the sale of the Kalamazoo, Michigan plant and property consisting of approximately 44 acres of land, be and hereby is approved and ratified.

\* \* \* \* \*

2/16  
Interoffice Correspondence

Subject: Kalamazoo Property

irc: R. C. Bertelson - 220-3F  
W. G. Bretson - 220-11W  
P. O. Laine - 220-12F  
W. J. Lanlois - 220-13W  
H. E. Lindow  
J. F. Smith - 42-1W

November 17, 1971

TO: J. W. STOKER

FROM: C. H. SCRIVER

On November 11th and 12th, 1971 I was in Kalamazoo to acquaint myself with the real estate market and to show our property to Mr. Brown and Mr. James A. Boqqis of Globe Industries, Inc.

Mr. W. A. Schneidenbach of Consumers Power Company drove me by many paper plants in and around Kalamazoo. The following companies are operating paper mills in Kalamazoo:

	<u>No. of Machines</u>	<u>In Use</u>
1) Hawthorne Paper Co. (Gould) Widest trimmed sheets, 82 & 92 inches	2	2
2) Kalamazoo Paper Co. (Georgia-Pacific Corp.) Widest trimmed sheets, 120, 130, 90, 105, 135, 156 & 167 inches. Of the 5 machines not being used, 3 could be started. The other 2 machines will in all probability never be started again. No coating is being done in this plant now. One of the machines being run now is new.	7	2
3) National Gypsum Co. Widest trimmed sheet, 100 inches.	2	2
4) Allied-King Mill (SCM Corp.) Widest trimmed sheets, 107, 111, 117 & 130 inches. This mill is now being stripped. It is all closed down and the machines will not be used in this mill again.	4	0
5) Allied-Bryant Mill (SCM Corp.) Widest trimmed sheets, two 126, 127, 142 and 152 inches.	5	5

	<u>No. of Machines</u>	<u>In Use</u>
6) Allied-Monarch Mill (SCM Corp.) Widest trimmed sheets, 111 and 120 inches	2	2
7) Simpson-Lee	2	2
8) Brown Company (In Parchment) Widest trimmed sheets 104 and 148 inches.	3	3
9) Brown-Sutherland (Gulf & Western Industries) Widest trimmed sheets, two 126 and two 148 inch.	4	4
10) Brown Company This machine is not operational as it has a coal boiler which does not meet the environmental standards.	1	0

The 3M mill has one machine with widest trimmed sheet 103 inches.

Mr. Schneidenbach also showed me several industrial sites located near our property. River bottom sites, with sewer and water available, are being offered at \$8,000 per acre. Industrial sites that are high, dry, level and close to the interstate highway, also with sewer and water available, are being offered from \$12,000 to \$18,000 per acre.

The 3M site contains a total of about 45 acres. Nine acres lie between the Kalamazoo River and King Highway (M-96) which is a floodplain area. One acre lies north of the Penn-Central Railroad tracks leaving about 35 acres of contiguous plant site. About 13.5 acres of this land is above elevation 768. Another 3.5 acres (or 17 acres total) would be above elevation 764. The Kalamazoo River (when not flooding) is essentially at elevation 760. At an asking price of \$8,000 per acre, 17 acres of buildable land could bring \$136,000 gross if the buildings were removed.

From my inspection of the building it appears to be deteriorating faster than normal since there has been no preventative maintenance during the past three years. Also with limited guard service watching over the building, kids have started to break into the building and have done some vandalism inside. Many outside windows are now broken. This vacant building could be called an "attractive nuisance" and if someone gets hurt on the premises 3M could be sued.

Mr. Brown and Mr. Roggis of Globe Industries, Inc. were courteous in their inspection of the building and machine, but I believe they felt the building was too obsolete for their use.

Please advise if you have any suggestions as to how this property should be marketed.

  
CHS:lcm

**DAUDERT & BARRON**  
ATTORNEYS AT LAW  
130 NORTH PARK STREET  
KALAMAZOO, MICHIGAN 49006

CHARLES J. DAUDERT  
MICHAEL O'N. BARRON

AREA CODE 616  
TELEPHONE 381-2664

May 14, 1974

RECEIVED  
MAY 16 1974  
REAL ESTATE

Mr. Charles H. Scriver  
Real Estate Department  
Minnesota Mining & Manufacturing Co.  
881 East 7th Street  
P. O. Box 33331  
St. Paul, Minnesota 55193

RE: Rex Paper property, Kalamazoo, Michigan

Dear Mr. Scriver:

Enclosed are original and one copy of a proposed sales agreement on the Kalamazoo Rex Paper property. We understand your requirement was for a ten-day bank commitment upon acceptance. Therefore, I would appreciate your calling me once the agreement has been signed.

The agreement contains standard Michigan language on pro-ration of taxes. In effect, the 1974 taxes of approximately \$12,000.00 would be divided equally between the parties. These taxes are due in December of 1974 and become delinquent on February 15, 1975.

Please call if you have any questions.

Sincerely,

  
Charles J. Daudert

CJD/ps

Enclosures

cc: Mr. Boyle

For a consideration of \$125,000.00, cash, upon execution of warranty deed at closing, the firm of Boyle, Kurka, Sparrow, and Laning, a Michigan limited partnership, hereinafter called the purchaser, agrees to purchase from the Minnesota Mining and Manufacturing Company, hereinafter called the seller, the Rex Paper real estate, buildings, fixtures, improvements and machinery and equipment, all in place and situated upon the said real estate located in the Township of Comstock, County of Kalamazoo, Michigan, and described as follows:

PARCEL 1. Approximately 21.12 acres; Sections 18 and 19, T 2 N, R 10 W, and further described on Exhibit A., attached (assessment file no: 1-182-250).

PARCEL 2. Approximately 15.8 acres; Sections 18 and 19, T 2 N, R 10 W, and further described on Exhibit B., attached (assessment file no. 1-183-000).

PARCEL 3. Approximately 8.15 acres; Section 19, T 2 N, R 10 W, being all of that part of the Northwest fractional quarter of Section 19 which lies Northerly and Westerly of the Kalamazoo River and Southerly of the Southerly line of the right-of-way of Highway 7-96, except the West 140 feet.

This sale is subject to the purchaser obtaining, within ten (10) days of acceptance, a bank financing commitment in the amount of \$100,000.00 at an interest rate of 12% per annum, or less.

Seller agrees to furnish an abstract of Title and Tax History certified subsequent to date of sale or in lieu thereof a policy or title insurance guaranteeing marketable title.

All real estate taxes, except special assessments, shall be pro-rated to date of closing and shall be deemed to cover the calendar year in which they first

be paid by the seller.

The purchaser agrees that as soon as the seller accepts this offer by executing a copy of this agreement that this will constitute a binding contract of sale between the purchaser and seller.

The seller, on signing a copy of this agreement, accepts the terms hereof.

Sale to be closed on or before June 30, 1974.

Possession to be delivered on or before June 30, 1974.

Dated: May 14, 1974

BOYLE, KURKA, SPARROW &  
LANING

By:

*Robert E. Boyle*

Robert E. Boyle  
General Partner

ACCEPTANCE

Dated: \_\_\_\_\_, 1974

MINNESOTA MINING AND MANUFACTURING  
COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_



EXHIBIT 16

FISCAL YEARS COUNTY - JULY 1 TO DEC. 31 SCHOOL - JULY 1 TO JUNE 30 TOWNSHIP - JAN. 22 TO MAR. 25		CONSTOCK TOWNSHIP					
		TREAS. CLAUDE FLETCHER				PO BOX 64 CONSTOCK PH 381-2366	
COUNTY, SCHOOL & CITY/TOWNSHIP TAX	SCM DIST 32	NAME & ADDRESS MINNESOTA MINING & MFG CO TAX DEPT BLDG 220-13W 3 N CENTER ST. PAUL, MINNESOTA	CENK NO.		File No	State Equaliz	
					Tax Credit	Assessed Val	
		F 10-25 DEC 19A10-2-10 COM SW COR SEC 18 TH E ALG S LI CD DEC 358.23 FT TO KLY LI CD ROW 57.3 FT FOR PL OF CD TH 3 E 10 MIN E 140.0 FT TO CTR LI US KEY 120 TH NELL TO E LI SUPR 1/2 SUPR 1/4 ED SEC TH 8 THEREON 44 FT TO KLY L3 ED ROW TH ONLY ALG KLY LI CD ROW 605.0 FT TO DEO ALSO DEO AT INTERSEC OF N LI E 1/2 SUPR 1/4 OF SEC 18 WITH SLY EXC N 160 FT THE ABOVE DEEC BEING OCCUPIED AS ONE PARCEL OF LAND 15.0 A				Street Lights	TAX Due by Tax P
		<i>JB</i>				Treasurer ON FEB. 15	
						IF NOT P. EE ADDEC AND AUS COUNTY	
Rate Per \$1,000 Valuation	COMBINED COUNTY OPERATING	COMBINED SCHOOL	COMBINED CITY/TOWNSHIP	SPECIAL	TOTAL	COLLECTION	
	5.10	3.65	29.20	3.40	41.35		
	1428.67	1070.51	6179.65	952.45	140.07	11779.55	
	CASH						
	CHECK						
	TOTAL						

Important - Read Printing On Back  
FOR BREAKDOWN - SEE RATE SCHEDULE  
TAXPAYER'S COPY

REAL ESTATE SALES AGREEMENT

REX PAPER COMPANY

\* \* \*

For a consideration of \$125,000.00, cash, upon execution of warranty deed at closing, the firm of Boyle, Kurka, Sparrow, and Laning, a Michigan limited partnership, hereinafter called the purchaser, agrees to purchase from the Minnesota Mining and Manufacturing Company, hereinafter called the seller, the Rex Paper real estate, buildings, fixtures, improvements and machinery and equipment, all in place and situated upon the said real estate located in the Township of Comstock, County of Kalamazoo, Michigan, and described as follows:

PARCEL 1. Approximately 21.12 acres; Sections 18 and 19, T 2 N, R 10 W, and further described on Exhibit A., attached (assessment file no. 1-182-250).

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PARCEL 3. Approximately 8.15 acres; Section 19, T 2 N, R 10 W, being all of that part of the Northwest fractional quarter of Section 19 which lies Northerly and Westerly of the Kalamazoo River and Southerly of the Southerly line of the right-of-way of Highway 7-96, except the West 140 feet.

This sale is subject to the purchaser obtaining, within ten (10) days of acceptance, a bank financing commitment in the amount of \$100,000.00 at an interest rate of 12% per annum, or less.

Seller agrees to furnish an abstract of Title and Tax History certified subsequent to date of sale or in lieu thereof a policy or title insurance guaranteeing marketable title.

All real estate taxes, except special assessments, shall be pro-rated to date of closing and shall be deemed to cover the calendar year in which they first

become due and payable. Taxes shall be deemed first due and payable as follows: Winter taxes - December 1st; Summer tax - July 1st. Special assessments, including unpaid installments not yet due and payable, shall be paid by the seller.

The purchaser agrees that as soon as the seller accepts this offer by executing a copy of this agreement that this will constitute a binding contract of sale between the purchaser and seller.

The seller, on signing a copy of this agreement, accepts the terms hereof.

Sale to be closed on or before June 30, 1974.  
Possession to be delivered on or before June 30, 1974.

Dated: May 14, 1974

BOYLE, KURKA, SPARROW &  
LANING

By: \_\_\_\_\_

Robert E. Boyle  
General Partner

ACCEPTANCE

Dated: 22 , 1974

MINNESOTA MINING AND MANUFACTURING  
COMPANY

By: \_\_\_\_\_

*Donald R. Guthrie*  
Its Vice President

Exhibit A

FISCAL YEARS COUNTY - JAN. 1 TO DEC. 31 SCHOOL - JULY 1 TO JUNE 30 TOWNSHIP - MAR. 22 TO MAR. 25		COMSTOCK TOWNSHIP		<b>TAX NOTICE</b>			
IDEAS CLAUDE FLETCHER		PH 381-2360		YEAR OF 1973			
SCH. DIST	NAME & ADDRESS	BANK NO.	File No.	State Equalized Value	Tax Credit		
32	MINNESOTA MINING & MFG CO TAX DEPT BLDG 220-13 311 CENTER ST PAUL, MINNESOTA 55101		1-102-650	7,196			
			Tax Credit	Assessed Valuation	Street Lights		
				6,600	L 3.60		
<p>P 19-24 SEC 10&amp;11-2-10 DEG E LI N 1/2 NW 1/4 OF SEC 19          107 FT 250.2 FT S OF CLY LI          1 TH-5 270 FT 270 FT W TO W CORNER OF A DITCH TH WLY ALG          N MARGEN SD DITCH 205 FT TO C CILE          125 FT TO S LI US HWY 120 TH WLY ALG S LI US          HWY 120 &amp; CLY LI SD MORG ROW TO A FT 270.49 FT CLY AG          NW 1/4 SD SEC 11-2-10 DEG W 430.3 FT TO DEG 21.12</p>		<p>TAX IS DUE AND PAYABLE          Dec. 1st To Feb. 1st Inclusive          Tax Payment Must Be In          Treasurer's Office By Feb. 1st</p>		<p>IF NOT PAID BY MARCH 1st, 4% WILL          BE ADDED - PLUS 1/2 of 1% PER MONTH          AND MUST BE PAID TO THE KALAMAZOO          COUNTY TREASURER'S OFFICE</p>			
Notes For \$1,000 Valuation	COMBINED COUNTY OPERATING	COMB. SPEC. ED. & GEN. SERV.	COMBINED SCHOOL	COMBINED CITY/TOWNSHIP	TOTAL	COLLECTION %	TOTAL
	5.30	2.59	20.20	7.60	36.69		
	36.70	27.20	310.12	20.47	702.59		632.59 PAY
	CASH						
	CHECK						
	TOTAL						
Important - Read Printing On Back FOR BREAKDOWN - SEE RATE SCHEDULE				FEES TOTAL			
TAXPAYER'S COPY							

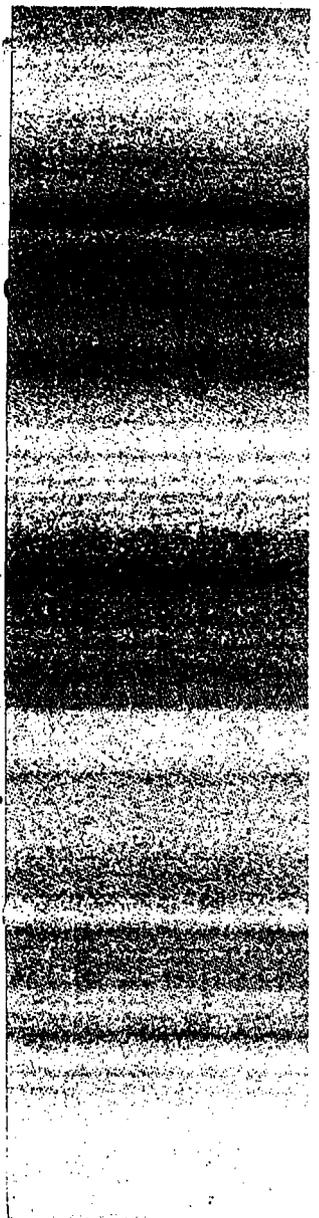
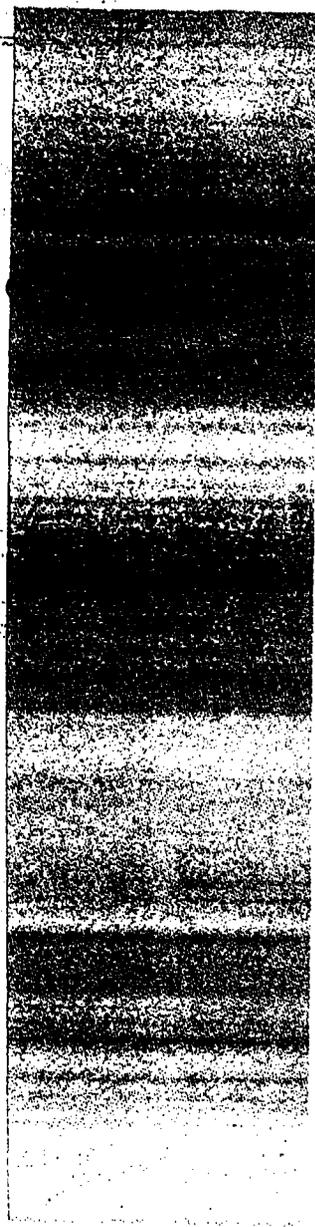


Exhibit B

FISCAL YEARS		CONSTOCK TOWNSHIP		TAX NOTICE			
COUNTY - JULY 1 TO DEC 31				YEAR OF 1973			
SCHOOL - JULY 1 TO JUNE 30		TREASURER CLAUDE FLETCHER		PH 361-2340			
TOWNSHIP - MAR. 22 TO MAR. 23							
SCM DIST	NAME	FILE NO.	STATE EQUALIZED VALUE	TAX CREDIT	ASSESSED VALUATION		
32	MINNESOTA MINING & MFG CO	1-183-000	280,132	264,700			
	ADDRESS	CORR NO.					
	TAX DEPT BLDG 220-13H						
	3 W CENTER						
	ST PAUL, MINNESOTA						
COUNTY, SCHOOL & CITY/TOWNSHIP TAX	<p>R 15-25 SEC 29010-2-10 CON SW COR SEC 18 TH E ALG S LI          SW COR 250.23 FT TO NLY LI ...          ED COR 27.3 FT FOR PA OF CO ...          TO STD LI US HWY 12A TH NLY ...          TO E LI 1/2 SUPR 1/4 ED SEC TH S THEREON 44 FT TO NLY          ED COR TH ONLY ALG NLY LI ED COR 305.0 FT TO DEG ALSO          END AT INTERSEC OF S LI 1/2 SUPR 1/4 OF SEC 10 WESTW CLY          TH NLY HWY 12A TH S ALG S LI 1/2 SUPR 1/4 ED SEC S LI 1/2          END W 160 FT THE ABOVE DESC BEING OCCUPIED AS ONE PARCEL          OF LAND 15.0 A</p>						
		STREET LIGHTS	L	140.07			
		<p>TAX IS DUE AND PAYABLE          Due by Feb. 14th inclusive.          For Payment Must Be in          Treasurer's Office By Feb. 14th          ON FEB. 15th 3% ADDITIONAL WILL BE ADDED.          IF NOT PAID BY MARCH 1st 4% WILL          BE ADDED - PLUS 1/2 of 1% PER MONTH          AND MUST BE PAID TO THE KALAMAZOO          COUNTY TREASURER'S OFFICE</p>					
Rates For \$1,000 Valuation	COMBINED COUNTY OPERATING	COMBINED SCHOOL	COMBINED CITY/TOWNSHIP	SPECIAL	TOTAL	COLLECTION FEE	TOTAL
	5.10	3.05	29.20	7.40	44.75		
	1420.77	1070.51	8179.05	952.45	140.07		11772.65 PAY
	CASH						
	CHECK						
	TOTAL						
	Important - Read Printing On Back					FEES	
	FOR BREAKDOWN - SEE RATE SCHEDULE					TOTAL	
	TAXPAYER'S COPY						



**CERTIFIED COPY OF RESOLUTION  
OF  
THE EXECUTIVE COMMITTEE OF  
MINNESOTA MINING AND MANUFACTURING COMPANY  
A DELAWARE CORPORATION**

I, the undersigned, Assistant Secretary of Minnesota Mining and Manufacturing Company, a corporation duly organized and existing under the laws of Delaware, and having its principal place of business in Saint Paul, Minnesota, hereby CERTIFY that the following is a true copy of a certain resolution duly adopted by the Executive Committee of the said corporation in accordance with the By-Laws at, and recorded in the minutes of, a meeting of the said Executive Committee duly held on May 3, 1974, and not subsequently rescinded or modified:

**RESOLVED**, That the sale or donation of certain property owned by this Corporation at Kalamazoo, Michigan (more particularly described in the deed of conveyance), be and hereby is authorized.

**BE IT FURTHER RESOLVED**, That the proper officers of this Corporation be and they hereby are authorized to sign any and all documents necessary to carry out the intent of this resolution.

**BE IT FURTHER RESOLVED**, That a certain resolution adopted by this Executive Committee on October 25, 1971, concerning said property, be and hereby is rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of said Corporation this 18th day of June, 1974.



---

D. O. Hambleton  
Assistant Secretary



Subject: Sale of Land, Buildings and  
Equipment at Kalamazoo,  
Michigan

cc: V. D. Axmark - 42-2E  
R. C. Bertelsen - 220-11W  
E. W. Brown - 220-13C  
S. D. Chisholm - 42-BW  
L. O. Fritze - 42-2W  
D. R. Guthrie - 220-14E  
E. M. Jex - 42-5W  
W. J. Langlois - 220-13W  
C. R. Larson - 42-2W  
G. G. Mueller - 42-2W  
J. W. Pearson - 42-2W  
J. F. Ramey - 220-11W  
W. E. Rowe - 42-1W  
J. W. Stoker - 526-2

June 28, 1974

TO: R. O. LAINE - OFFICE OF GENERAL COUNSEL - 220-13E

FROM: C. H. SCRIVER - REAL ESTATE & PROPERTIES - 526-2

On June 27, 1974 I was in Kalamazoo, Michigan and completed the sale of our Kalamazoo land, buildings and equipment to Boyle and Kurka, a Michigan Limited Partnership.

Mr. Boyle and Mr. Kurka executed the Assignment of Contract for Secondary Sewage Treatment so that future payments on our contract should be discontinued.

→ Would you please see that the contract termination letters are prepared and mailed out as requested by L. O. Fritze. It is my understanding that the new buyer will use the same guard service (Charles Service) as we used and his services should be terminated.

At the closing I allowed the buyer to deduct our share of the 1974 Real Estate Taxes. Therefore, all future Real Estate Taxes should be paid by the new owner. However, the attorney for the buyer said that it would be our responsibility to pay the Personal Property Tax Statement when it arrives in January, 1975 and that this item is not prorated.

Enclosed is a copy of the closing statements for your file and the original assignment executed by Boyle and Kurka. Please call should you have any questions.

  
CHS:bjs

Enclosures





ASSIGNMENT OF CONTRACT  
FOR SECONDARY SEWAGE TREATMENT

FOR VALUE RECEIVED, the undersigned, MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation, hereby assigns and transfers unto BOYLE and KURKA, a Michigan limited partnership, its heirs, executors, administrators, successors and assigns, all of its interest in that certain contract for Secondary Sewage Treatment dated the 17th day of July 1964 between the City of Kalamazoo, County of Kalamazoo, Michigan, and the Rex Paper Company, a Michigan corporation, assigned to Minnesota Mining and Manufacturing Company the 6th day of October 1969.

In Testimony whereof, Minnesota Mining and Manufacturing Company sets its hand and seal this 27<sup>th</sup> day of June, 1974.

ATTEST:

AO Lami  
Assistant Secretary

MINNESOTA MINING AND MANUFACTURING COMPANY

By

Donald R. Gubai  
Vice President

The undersigned, BOYLE and KURKA, hereby accepts the foregoing assignment and agrees to indemnify and hold harmless MINNESOTA MINING AND MANUFACTURING COMPANY, its successors and assigns, for any liability under said agreement arising at any time hereafter.

BOYLE and KURKA

Robert E. Boyle

Joe R. Kurka

Dated June 27<sup>th</sup> 1974

MINNESOTA MINING AND MANUFACTURING COMPANY

OFFICE OF GENERAL COUNSEL

3M CENTER • P. O. BOX 33428 • SAINT PAUL, MINNESOTA 55133

REINO O. LAINE  
ASSOCIATE COUNSEL

TEL. (AREA 612) 733-1850

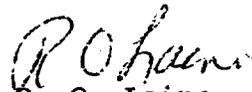
July 1, 1974

Messrs. V. D. Axmark	R. W. Brust
S. D. Chisholm	D. R. Guthrie
D. O. Hambleton	C. R. Larson
J. T. Ling	G. G. Mueller
C. H. Scriver	J. W. Stoker
R. H. Tucker	H. T. Weber

On June 27, 1974, we conveyed to Boyle and Kurka, a Michigan limited partnership, the land, buildings and equipment located in Kalamazoo, Michigan, described as follows:

Parcel #1. All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian, Township of Comstock, County of Kalamazoo, Michigan. (More particularly described in the deed of conveyance.)

Parcel #2. All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian and in the Northwest quarter of Section 19, Township 2 South, Range 10 West of the Michigan Meridian, all in the Township of Comstock, County of Kalamazoo, Michigan. (More particularly described in the deed of conveyance.)

  
R. O. Laine

WARRANTY DEED

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 1974, by and between MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation, with principal offices at 3M Center, St. Paul, Minnesota 55101, party of the first part, and BOYLE and KURKA, a Michigan limited partnership, party of the second part;

W I T N E S S E T H

THAT the said party of the first part for and in consideration of the sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) to it in hand paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, its heirs, executors, administrators, successors and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Comstock, County of Kalamazoo, State of Michigan, and described as follows, to-wit:

(See Attached Sheet)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises, as herein described, with the appurtenances, unto the said party of the second part and to its heirs, executors, administrators, successors and assigns, FOREVER.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its heirs, executors, administrators, successors and assigns, that at the time of the delivery of these presents it is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever, and that it will, and its successors, WARRANT AND DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

MINNESOTA MINING AND MANUFACTURING  
COMPANY

ATTEST:

1/3/80 Laine  
Assistant Secretary

By /s/ Donald P. Gutstein  
Vice President

STATE OF MINNESOTA    )  
                                  ) ss  
COUNTY OF RAMSEY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1974, before me, a Notary Public, within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively of Minnesota Mining and Manufacturing Company, named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

/s/ [Signature]  
Notary Public

THIS DEED PREPARED BY  
L. O. Laine  
Attorney at Law  
St. Paul, Minnesota

EXHIBIT A

Legal Description of Land - Kalamazoo, Michigan

Parcel #1

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian, Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Southwest corner of Section 18, Township 2 South, Range 10 West of the Michigan Meridian; thence South 89° 31' 45" East 346.28 feet along the South line of said Section 18 to the North right-of-way line of the Penn Central Company Railroad (formerly Michigan Central or New York Central Railroad); thence 67.14 feet along the arc of a curve to the left along the North line of said railroad right-of-way with a radius of 6,441.15 feet and a chord bearing North 76° 05' 56" East 67.12 feet to the place of beginning; thence continuing along the North line of said railroad right-of-way 504.64 feet along the arc of a curve to the left with a radius of 6,441.15 feet and a chord bearing North 73° 37' 10" East 504.50 feet; thence continuing along the North line of said railroad right-of-way North 71° 22' 30" East 187.00 feet; thence continuing along the North line of said railroad right-of-way 116.64 feet along the arc of a curve to the right with a radius of 3,760.34 feet and a chord bearing North 72° 15' 50" East 116.63 feet to the East line of the West half of the Southwest Fractional quarter of said Section 18; thence North 00° 00' 30" East 33.77 feet along said East line to the centerline of East Michigan Avenue (formerly known as Territorial Road); thence South 80° 37' 15" West along the centerline of East Michigan Avenue 774.73 feet; thence South 03° 07' 05" West 145.24 feet to the place of beginning.

Subject to the rights of the public over the Northerly 33.00 feet of the above described parcel for road purposes. Subject to that certain easement dated November 18, 1960 and recorded June 1, 1961 in Liber 781 Deeds on Page 405 running in favor of Consumers Power Company, a Maine Corporation to erect, lay and maintain lines consisting of poles, wires, etc. for the purpose of distributing electricity.

Parcel #2

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian and in the Northwest quarter of Section 19, Township 2 South, Range 10 West of the Michigan Meridian, all in the Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Northwest corner of Section 19, Township 2 South, Range 10 West of the Michigan Meridian; thence South 00° 06' 30" West along the West line of said Section 19 a distance of 177.86 feet to the South right-of-way line of the Penn Central Company Railroad, (formerly Michigan Central or

New York Central Railroad), said point being the place of beginning; thence continuing South 00° 06' 30" West along the West line of said Section 19 a distance of 640 feet, more or less, to the Northerly bank of the Kalamazoo River; thence Easterly and Northerly along the Northerly and Westerly bank of the Kalamazoo River a distance of 2,200 feet, more or less, to a point on the South right-of-way line of Michigan State Highway M-96, said point is 2,027.98 feet easterly, as measured along the South right-of-way line of said State Highway, from the West line of said Section 19; thence North 46° 29' 45" East 118.70 feet to the centerline of said State Highway; thence North 20° 07' 00" East 109.84 feet to a point on the North right-of-way line of said State Highway, said point is 2,151.93' feet easterly, as measured along the North right-of-way line of said State Highway, from the West line of said Section 19; thence continuing along the Westerly bank of the Old Channel of the Kalamazoo River, along the two following courses and distances, being the approximate Westerly bank of the Old Channel of the Kalamazoo River, North 20° 07' 00" East a distance of 574.61 feet and North 61° 53' 30" East a distance of 154.48 feet, to a point on a line parallel with and 33.00 feet westerly, as measured along a projection of the last described course, from the North and South quarter line of said Section 18; thence North 00° 02' 00" West 76.00 feet; thence North 72° 06' 30" West 168.00 feet to a point 120.00 feet Southerly of the South right-of-way line of East Michigan Avenue (formerly known as Territorial Road); thence South 00° 02' 00" East 54.00 feet to an iron pipe marking the north margin of a ditch; thence North 62° 08' 30" West along the north margin of said ditch 205.00 feet to the Westerly line of the land as described in the deed recorded in Liber 134 of Deeds on Page 390, Kalamazoo County Records; thence North 00° 02' 00" West along said Westerly line 114.29 feet to the South right-of-way line of the Penn Central Railroad; thence 1051.96 feet along the arc of a curve to the left along the South line of said Railroad right-of-way with a radius of 3,660.34 feet and a chord bearing South 79° 36' 30" West 1,048.34 feet; thence continuing along the South line of said railroad right-of-way South 71° 22' 30" West 187.00 feet; thence continuing along the South line of said Railroad right-of-way 958.85 feet along the arc of a curve to the right with a radius of 6,541.15 feet and a chord bearing South 75° 34' 25" West 957.92 feet to the place of beginning, except that portion of said Section 19 conveyed to the Board of County Road Commissioners of Kalamazoo County, Michigan by deed recorded in Liber 820 of Deeds on Page 1, Kalamazoo County Records. Together with the easements reserved by the Rex Paper Company and by Merrill B. King and Mrs. Dorothy Creamer, brother and sister, in those certain documents recorded in Liber 271 of Deeds, Page 552 and in Liber 271 of Deeds, Page 549, respectively, Kalamazoo County Records. Subject to the rights of the public over and across Michigan State Highway M-96 for highway purposes 175.00 feet wide. Subject to the sanitary sewer line as described in Liber 811 of Deeds, Page 124, Kalamazoo County Records. Subject to the rights of the public in the ditch in the Northeast Corner of Parcel #2.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That MINNESOTA MINING AND MANUFACTURING COMPANY, a Delaware corporation, with principal offices at 3M Center, St. Paul, Minnesota 55101, party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, and other good and valuable consideration, to be paid by BOYLE and KURKA, a Michigan limited partnership, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey, unto the said party of the second part, its successors and assigns, all the machinery, equipment, furniture, fixtures and personal property in and upon said premises described in Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, FOREVER. And the said party of the first part, for its successors and assigns, does covenant and agree to and with the said party of the second part, its successors and assigns, to Warrant and Defend the sale of said property, goods and chattels hereby made, unto the said party of the second part, its successors and assigns, against all and every person or persons, whatsoever.

IN WITNESS WHEREOF, The party of the first part has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

MINNESOTA MINING AND MANUFACTURING COMPANY

By \_\_\_\_\_  
Vice President

By \_\_\_\_\_  
Assistant Secretary

EXHIBIT A

Legal Description of Land - Kalamazoo, Michigan

Parcel #1

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian, Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Southwest corner of Section 18, Township 2 South, Range 10 West of the Michigan Meridian; thence South 89° 31' 45" East 346.28 feet along the South line of said Section 18 to the North right-of-way line of the Penn Central Company Railroad (formerly Michigan Central or New York Central Railroad); thence 67.14 feet along the arc of a curve to the left along the North line of said railroad right-of-way with a radius of 6,441.15 feet and a chord bearing North 76° 05' 56" East 67.12 feet to the place of beginning; thence continuing along the North line of said railroad right-of-way 504.64 feet along the arc of a curve to the left with a radius of 6,441.15 feet and a chord bearing North 73° 37' 10" East 504.50 feet; thence continuing along the North line of said railroad right-of-way North 71° 22' 30" East 187.00 feet; thence continuing along the North line of said railroad right-of-way 116.64 feet along the arc of a curve to the right with a radius of 3,760.34 feet and a chord bearing North 72° 15' 50" East 116.63 feet to the East line of the West half of the Southwest Fractional quarter of said Section 18; thence North 00° 00' 30" East 33.77 feet along said East line to the centerline of East Michigan Avenue (formerly known as Territorial Road); thence South 80° 37' 15" West along the centerline of East Michigan Avenue 774.73 feet; thence South 03° 07' 05" West 145.24 feet to the place of beginning.

Subject to the rights of the public over the Northerly 33.00 feet of the above described parcel for road purposes. Subject to that certain easement dated November 18, 1960 and recorded June 1, 1961 in Liber 781 Deeds on Page 405 running in favor of Consumers Power Company, a Maine Corporation to erect, lay and maintain lines consisting of poles, wires, etc. for the purpose of distributing electricity.

Parcel #2

All that tract or parcel of land lying and being in the Southwest quarter of Section 18, Township 2 South, Range 10 West of the Michigan Meridian and in the Northwest quarter of Section 19, Township 2 South, Range 10 West of the Michigan Meridian, all in the Township of Comstock, County of Kalamazoo, Michigan, more particularly described as follows:

Commencing at the Northwest corner of Section 19, Township 2 South, Range 10 West of the Michigan Meridian; thence South 00° 06' 30" West along the West line of said Section 19 a distance of 177.86 feet to the South right-of-way line of the Penn Central Company Railroad, (formerly Michigan Central or

New York Central Railroad). said point being the place of beginning; thence continuing South 00° 06' 30" West along the West line of said Section 19 a distance of 640 feet, more or less, to the Northerly bank of the Kalamazoo River; thence Easterly and Northerly along the Northerly and Westerly bank of the Kalamazoo River a distance of 2,200 feet, more or less, to a point on the South right-of-way line of Michigan State Highway M-96, said point is 2,027.98 feet easterly, as measured along the South right-of-way line of said State Highway, from the West line of said Section 19; thence North 46° 29' 45" East 118.70 feet to the centerline of said State Highway; thence North 20° 07' 00" East 109.84 feet to a point on the North right-of-way line of said State Highway, said point is 2,151.93 feet easterly, as measured along the North right-of-way line of said State Highway, from the West line of said Section 19; thence continuing along the Westerly bank of the Old Channel of the Kalamazoo River, along the two following courses and distances, being the approximate Westerly bank of the Old Channel of the Kalamazoo River, North 20° 07' 00" East a distance of 574.61 feet and North 61° 53' 30" East a distance of 154.48 feet, to a point on a line parallel with and 33.00 feet westerly, as measured along a projection of the last described course, from the North and South quarter line of said Section 18; thence North 00° 02' 00" West 76.00 feet; thence North 72° 06' 30" West 168.00 feet to a point 120.00 feet Southerly of the South right-of-way line of East Michigan Avenue (formerly known as Territorial Road); thence South 00° 02' 00" East 54.00 feet to an iron pipe marking the north margin of a ditch; thence North 62° 08' 30" West along the north margin of said ditch 205.00 feet to the Westerly line of the land as described in the deed recorded in Liber 114 of Deeds on Page 390, Kalamazoo County Records; thence North 00° 02' 00" West along said Westerly line 114.29 feet to the South right-of-way line of the Penn Central Railroad; thence 1051.96 feet along the arc of a curve to the left along the South line of said Railroad right-of-way with a radius of 3,660.34 feet and a chord bearing South 79° 36' 30" West 1,048.34 feet; thence continuing along the South line of said railroad right-of-way South 71° 22' 30" West 187.00 feet; thence continuing along the South line of said Railroad right-of-way 958.85 feet along the arc of a curve to the right with a radius of 6,541.15 feet and a chord bearing South 75° 34' 25" West 957.92 feet to the place of beginning, except that portion of said Section 19 conveyed to the Board of County Road Commissioners of Kalamazoo County, Michigan by deed recorded in Liber 820 of Deeds on Page 1, Kalamazoo County Records. Together with the easements reserved by the Rex Paper Company and by Merrill B. King and Mrs. Dorothy Creamer, brother and sister, in those certain documents recorded in Liber 271 of Deeds, Page 552 and in Liber 271 of Deeds, Page 549, respectively, Kalamazoo County Records. Subject to the rights of the public over and across Michigan State Highway M-96 for highway purposes 175.00 feet wide. Subject to the sanitary sewer line as described in Liber 811 of Deeds, Page 124, Kalamazoo County Records. Subject to the rights of the public in the ditch in the Northeast Corner of Parcel #2.

ENVIRONMENTAL  
PROTECTION AGENCY  
MAY 12 2003  
OFFICE OF REGIONAL  
COUNSEL



**411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-4497**

**VIA UPS OVERNIGHT**

EILEEN L FUREY  
ASSOCIATE REGIONAL COUNSEL (C-14J)  
USEPA REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO IL 60604-3507

RS2

**FIRST CLASS MAIL**